

IN THE SUPREME COURT OF THE STATE OF NEVADA

CITY OF LAS VEGAS, A POLITICAL
SUBDIVISION OF THE STATE OF
NEVADA,

Appellant,

vs.

180 LAND CO., LLC, A NEVADA LIMITED-
LIABILITY COMPANY; AND FORE STARS,
LTD., A NEVADA LIMITED-LIABILITY
COMPANY,

Respondents.

180 LAND CO., LLC, A NEVADA LIMITED-
LIABILITY COMPANY; AND FORE STARS,
LTD., A NEVADA LIMITED-LIABILITY
COMPANY,

Appellants/Cross-Respondents,

vs.

CITY OF LAS VEGAS, A POLITICAL
SUBDIVISION OF THE STATE OF
NEVADA,

Respondent/Cross-Appellant.

No. 84345

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**JOINT APPENDIX,
VOLUME NO. 15**

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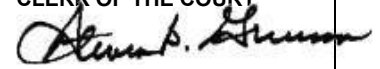
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DISTRICT COURT

CLARK COUNTY, NEVADA

180 LAND CO LLC, a Nevada limited liability company,
FORE STARS, LTD, a Nevada limited liability company
and SEVENTY ACRES, LLC, a Nevada limited liability
company, DOE INDIVIDUALS I-X, DOE
CORPORATIONS I-X, and DOE LIMITED LIABILITY
COMPANIES I-X,

Plaintiffs,

v.

CITY OF LAS VEGAS, a political subdivision of the State
of Nevada; ROE GOVERNMENT ENTITIES I-X; ROE
CORPORATIONS I-X; ROE INDIVIDUALS I-X; ROE
LIMITED-LIABILITY COMPANIES I-X; ROE QUASI-
GOVERNMENTAL ENTITIES I-X,

Defendants.

Case No. A-17-758528-J

DEPT. NO.: XVI

**APPENDIX OF EXHIBITS
TO CITY'S OPPOSITION TO
"MOTION TO DETERMINE
PROPERTY INTEREST"**

VOLUME 3

Defendant CITY OF LAS VEGAS ("City") hereby submits its Appendix of Exhibits to
Opposition to "Motion to Determine Property Interest."

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Appendix to City's Opposition to "Motion to Determine Property Interest"
Case No. A-17-758528-J

Case Number: A-17-758528-J

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Exhibit	Exhibit Description	Vol.	Bates No.
A	Judge Williams' Findings of Fact and Conclusions of Law, Case No. A-17-758528-J (Nov. 21, 2018)	1	00001-00025
B	City records regarding Ordinance No. 2136 (Annexing 2,246 acres to the City of Las Vegas)	1	00026-00036
C	City records regarding Peccole Land Use Plan and Z-34-81 rezoning application	1	00037-00055
D	City records regarding Venetian Foothills Master Plan and Z-30-86 rezoning application	1	00056-00075
E	2015 Aerial Identifying Phase I and Phase II boundaries	1	00076
F	City records regarding Peccole Ranch Master Plan and Z-139-88 Phase I rezoning application	1	00077-00121
G	Ordinance No. 3472 and related records	1	00122-00145
H	City records regarding Amendment to Peccole Ranch Master Plan and Z-17-90 phase II rezoning application	1	00146-00202
I	Excerpts of 1992 City of Las Vegas General Plan	2	00203-00256
J	1996 aerial identifying Phase I and Phase II boundaries	2	00257
K	City records related to Badlands Golf Course expansion	2	00258-00263
L	1998 aerial identifying Phase I and Phase II boundaries	2	00264
M	Excerpt of land use case files for GPA-24-98 and GPA-6199	2	00265-00267
N	Excerpts of Las Vegas 2020 Master Plan	2	00268-00283
O	Excerpts of 2005 Land Use Element	2	00284-00297
P	Excerpts of 2009 Land Use Element	2	00298-00307
Q	Excerpts of 2012 Land Use Element	2	00308-00323
R	Excerpts of 2018 Land Use Element	2	00324-00338
S	Ordinance No. 1582	2	00339-00345
T	Excerpt of the 1997 City of Las Vegas Zoning Code	2	00346-00347
U	Ordinance No. 5353	2	00348-00373
V	Excerpts of City of Las Vegas Unified Development Code adopted March 16, 2011	2	00374-00376
W	Deeds transferring ownership of the Badlands Golf Course	2	00377-00389
X	2015 aerial identifying Phase I and Phase II boundaries, retail development, hotel/casino, and Developer projects	2	00390

Exhibit	Exhibit Description	Vol.	Bates No.
Y	Third Revised Justification Letter regarding the Major Modification to the 1990 Conceptual Peccole Ranch Master Plan	2	00391-00394
Z	Parcel maps recorded by the Developer subdividing the Badlands Golf Course	2	00395-00423
AA	2019 aerial identifying Phase I and Phase II boundaries, and current assessor parcel numbers for the Badlands property	2	00424
BB	Second Amendment and First Supplement to Complaint for Severed Alternative Verified Claims in Inverse Condemnation; Case No. A-17-758528-J (May 15,19)	3	00425-00462
CC	General Plan Amendment (GPA-62387), Rezoning (ZON-62392) and Site Development Plan Review (SDR-62393) applications	3	00463-00483
DD	Transcript of February 15, 2017 City Council meeting	3	00484-00497
EE	Judge Crockett's March 5, 2018 order granting Queensridge homeowners' petition for judicial review, Case No. A-17-752344-J	3	00498-00511
FF	<i>Seventy Acre, LLC v. Jack Binion, et al.</i> , Nev. Sup. Ct. Case No. 75481 (Nev. 2020) (unpublished table decision)	3	00512-00518
GG	Letter from City of Las Vegas Office of the City Attorney to Chris Kaempfer, Re: Entitlements on 17 Acres (March 26, 2020)	3	00519
HH	2019 aerial identifying Phase I and Phase II boundaries, and areas subject to inverse condemnation litigation	3	00520
II	Miscellaneous Southwest Sector Land Use Maps	3	00521-00524
JJ	General Plan Amendment (GPA-68385), Site Development Plan Review (SDR-68481), Tentative Map (TMP-68482), and Waiver (68480) applications	3	00525-00552
KK	Development Agreement (DIR-70539) application	3	00553-00638
LL	June 21, 2017 City Council meeting minutes and transcript excerpt regarding GPA-68385, SDR-68481, TMP-68482, and 68480.	3	00639-00646
MM	Docket for Case No. A-17-758528-J	4	00647-00735
NN	The City of Las Vegas' Petition for Removal of Civil Action, Docket No. 1 in United States District Court for the District of Nevada Case No. 2:19-cv-01467 (8/22/19)	4	00736-00742

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Exhibit	Exhibit Description	Vol.	Bates No.
OO	Order, Docket No. 30 in United States District Court for the District of Nevada Case No. 2:19-cv-01467-KJD-DJA, Order (2/12/20)	4	00743-00751
PP	Excerpt of the 1983 Edition of the Las Vegas Municipal Code	4	00752-00761
QQ	Ordinance No. 2185	4	00762-00766
RR	Staff Report for June 21, 2017 City Council Meeting – GPA-68385, WVR-68480, SDR-68481, and TMS-68482	4	00767-00793
SS	Notice of Entry of Order Nunc Pro Tunc Regarding Findings of Fact and Conclusion of Law Entered November 21, 2019; Case No. A-17-758528-J (2/6/19)	4	00794-00799
TT	Notice of Entry of Findings of Fact and Conclusions of Law, Case No. A-17-758528-J (5/8/19)	4	00800-00815
UU	Order Granting the Landowners’ Countermotion to Amend/Supplement the Pleadings; Denying the City’s Motion for Judgment on the Pleadings on Developer’s Inverse Condemnation Claims, and Denying the Landowners’ Countermotion for Judicial Determination of Liability on the Landowners’ Inverse Condemnation Claims; Case No. A-17-758528-J (5/15/19)	4	00816-00839

1 DATED this 18th day of August, 2020.

2 By: /s/ Philip R. Byrnes

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of McDonald Carano LLP, and that on the 18th day of August, 2020, a true and correct copy of the foregoing **APPENDIX TO CITY'S OPPOSITION TO "MOTION TO DETERMINE PROPERTY INTEREST" – VOLUME 3** was electronically served with the Clerk of the Court via the Clark County District Court Electronic Filing Program which will provide copies to all counsel of record registered to receive such electronic notification.

/s/ Jelena Jovanovic
An employee of McDonald Carano LLP

EXHIBIT BB

EXHIBIT BB



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14 DISTRICT COURT
15 CLARK COUNTY, NEVADA

16 180 LAND COMPANY, LLC, a Nevada limited
liability company, FORE STARS, Ltd.,
17 SEVENTY ACRES, LLC, a Nevada Limited
Liability Company, DOE INDIVIDUALS I
18 through X, DOE CORPORATIONS I through X,
and DOE LIMITED LIABILITY COMPANIES
19 I through X,

20 Plaintiff,

21 vs.

22 CITY OF LAS VEGAS, political subdivision of
the State of Nevada, ROE government entities I
23 through X, ROE CORPORATIONS I through X,
ROE INDIVIDUALS I through X, ROE
24

Case No.: A-17-758528-J
Dept. No.: XVI

**SECOND AMENDMENT and FIRST
SUPPLEMENT TO COMPLAINT FOR
SEVERED ALTERNATIVE VERIFIED
CLAIMS IN INVERSE
CONDEMNATION**

**(Exempt from Arbitration – Action Seeking
Review of Administrative Decision and
Action Concerning Title To Real Property)**

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1 LIMITED LIABILITY COMPANIES I through
2 X, ROE quasi-governmental entities I through X,

3 Defendant.
4

5 COMES NOW Plaintiff, 180 Land Company, LLC, FORE STARS, Ltd., and SEVENTY
6 ACRES, LLC, a Nevada Limited Liability Company, ("Landowner") by and through its attorneys
7 of record, The Law Offices of Kermitt L. Waters and Hutchison & Steffen, for its Second
8 Amendment and First Supplement To Complaint For Severed Alternative Claims In Inverse
9 Condemnation complains and alleges as follows:

10 **PARTIES**

11 1. Landowners 180 Land Company, LLC, FORE STARS, Ltd., and SEVENTY
12 ACRES, LLC, a Nevada Limited Liability Company, are organized and existing under the laws of
13 the state of Nevada.

14 2. Respondent City of Las Vegas ("City") is a political subdivision of the State of
15 Nevada and is a municipal corporation subject to the provisions of the Nevada Revised Statutes,
16 including NRS 342.105, which makes obligatory on the City all of the Federal Uniform Relocation
17 Assistance and Real Property Acquisition Policies Act of 1970, 42 USC §4601-4655, and the
18 regulations adopted pursuant thereto. The City is also subject to all of the provisions of the Just
19 Compensation Clause of the United States Constitution and Article 1, sections 8 and Article 1,
20 section 22 of the Nevada Constitution, also known as PISTOL (Peoples Initiative to Stop the
21 Taking of Our Land).

22 3. That the true names and capacities, whether individual, corporate, associate, or
23 otherwise of Plaintiffs named herein as DOE INDIVIDUALS I through X, DOE
24 CORPORATIONS I through X, and DOE LIMITED LIABILITY COMPANIES I through X

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1 (hereinafter collectively referred to as "DOEs") inclusive are unknown to the Landowner at this
2 time and who may have standing to sue in this matter and who, therefore, sue the Defendants by
3 fictitious names and will ask leave of the Court to amend this Complaint to show the true names
4 and capacities of Plaintiffs if and when the same are ascertained; that said Plaintiffs sue as
5 principles; that at all times relevant herein, Plaintiff DOEs were persons, corporations, or other
6 entities with standing to sue under the allegations set forth herein.

7 4. That the true names and capacities, whether individual, corporate, associate, or
8 otherwise of Defendants named herein as ROE government entities I through X, ROE
9 CORPORATIONS I through X, ROE INDIVIDUALS I through X, ROE LIMITED LIABILITY
10 COMPANIES I through X, ROE quasi-governmental entities I through X (hereinafter collectively
11 referred to as "ROEs"), inclusive are unknown to the Landowner at this time, who therefore sue
12 said Defendants by fictitious names and will ask leave of the Court to amend this Complaint to
13 show the true names and capacities of Defendants when the same are ascertained; that said
14 Defendants are sued as principles; that at all times relevant herein, ROEs conduct and/or actions,
15 either alone or in concert with the aforementioned defendants, resulted in the claims set forth
16 herein.

17 **JURISDICTION AND VENUE**

18 5. The Court has jurisdiction over the alternative claims for inverse condemnation
19 pursuant to the United States Constitution, Nevada State Constitution, the Nevada Revised Statutes
20 and pursuant to the Court Order entered in this case on February 1, 2018.

21 6. Venue is proper in this judicial district pursuant to NRS 13.040.
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GENERAL ALLEGATIONS

PROPERTY INTEREST / VESTED RIGHTS

7. Landowner owns approximately 250 acres of real property generally located south of Alta Drive, east of Hualapai Way and north of Charleston Boulevard within the City of Las Vegas, Nevada; all of which acreage is more particularly described as Assessor's Parcel Numbers 138-31-702-003, 138-31-601-008, 138-31-702-004; 138-31-201-005; 138-31-801-002; 138-31-801-003; 138-32-301-007; 138-32-301-005; 138-32-210-008; and 138-32-202-001 ("250 Acre Residential Zoned Land").

8. This Complaint more particularly addresses Assessor Parcel Number 138-31-201-005 (the "35 Acre Property" and/or "35 Acres").

9. At all relevant times herein, the Landowner had a property interest in the 35 Acre Property.

10. At all relevant times herein, the Landowner had the vested right to use and develop the 35 Acre Property.

11. At all relevant times herein the hard zoning on the 35 Acre Property has been for a residential use, including R-PD7 (Residential Planned Development District 7.49 Units per Acre).

12. At all relevant times herein the Landowner had the vested right to use and develop the 35 Acre Property up to a density of 7.49 residential units per acre as long as the development is comparable and compatible with the existing adjacent and nearby residential development.

13. The Landowner's property interest in the 35 Acre Property and vested property rights in the 35 Acre Property are recognized under the United States and Nevada Constitutions, Nevada case law, and the Nevada Revised Statutes.

1 14. The Landowner's property interest and vested right to use and develop the 35 Acre
2 Property is confirmed by the following:

3 15. On March 26, 1986, a letter was submitted to the City Planning Commission
4 requesting zoning on the entire 250 Acre Residential Zoned Land (which includes the 35 Acre
5 Property) and the zoning that was sought was R-PD as it allows the developer flexibility and shows
6 that developing the 35 Acre Property for a residential use has always been the intent of the City
7 and all prior owners.

8 16. The Landowner's property interest and vested right to use and develop the 35 Acre
9 Property residentially has further been confirmed by the City of Las Vegas in writing and orally
10 in, without limitation, 1996, 2001, 2014, 2016, and 2018.

11 17. The City of Las Vegas adopted Zoning Bill No. Z-2001, Ordinance 5353, which
12 specifically and further demonstrates that the R-PD7 Zoning was codified and incorporated into
13 the City of Las Vegas' Amended Atlas in 2001. As part of this action, the City "repealed" any
14 prior City actions that could possibly conflict with this R-PD7 hard zoning adopting: "SECTION
15 4: All ordinances *or* parts of ordinances *or* sections, subsections, phrases, sentences, clauses or
16 paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in
17 conflict herewith are *hereby repealed*."

18 18. At a November 16, 2016, City Council hearing, Tom Perrigo, the City Planning
19 Director, confirmed the 250 Acre Residential Zoned Land (which includes the 35 Acre Property)
20 is hard zoned R-PD7, which allows up to 7.49 residential units per acre.

21 19. Long time City Attorney Brad Jerbic has also confirmed the 250 Acre Residential
22 Zoned Land (which includes the 35 Acre Property) is hard zoned R-PD7, which allows up to 7.49
23 residential units per acre.

1 20. The City of Las Vegas Planning Staff has also confirmed the 250 Acre Residential
2 Zoned Land (which includes the 35 Acre Property) is hard zoned R-PD7, which allows up to 7.49
3 residential units per acre.

4 21. Even the City of Las Vegas' own 2020 master plan confirms the 250 Acre
5 Residential Zoned Land (which includes the 35 Acre Property) is hard zoned R-PD7, which allows
6 up to 7.49 residential units per acre.

7 22. The City issued two formal Zoning Verification Letters dated December 20, 2014,
8 confirming the R-PD7 zoning on the entire 250 Acre Residential Zoned Land (which includes the
9 35 Acre Property).

10 23. This vested right to use and develop the 35 Acres, was confirmed by the City prior
11 to the Landowner's acquisition of the 35 Acres and the Landowner materially relied upon the
12 City's confirmation regarding the Subject Property's vested zoning rights.

13 24. Based upon information and belief, the City has approved development on
14 approximately 26 projects and over 1,000 units in the area of the 250 Acre Residential Zoned Land
15 (which includes the 35 Acre Property) on properties that are similarly situated to the 35 Acre
16 Property further establishing the Landowner's property interest and vested right to use and develop
17 the 35 Acre Property.

18 25. Based upon information and belief, the City has never denied an application to
19 develop in the area of the 250 Acre Residential Zoned Land (which includes the 35 Acre Property)
20 on properties that are similarly situated to the 35 Acre Property further establishing the
21 Landowner's property interest and vested right to use and develop the 35 Acre Property.

22 26. The City is judicially estopped from now denying the Landowner's property
23 interest and vested right to use and develop the 35 Acre Property residentially.

1 27. This property interest / vested right to use and develop the 250 Acre Residential
2 Zoned Land, which includes the 35 Acre Property has also been confirmed by two orders issued
3 by the Honorable District Court Judge Douglas E. Smith (the Smith Orders), which have been
4 affirmed by the Nevada Supreme Court.

5 28. There is a legal finding in the Smith Orders that the Landowner's have the "right to
6 develop" the entire 250 Acre Residential Zoned Land (which includes the 35 Acre Property).

7 29. There is a legal finding in the Smith Orders that the initial steps to develop,
8 parceling the 250 Acre Residential Zoned Land (which includes the 35 Acre Property), had
9 proceeded properly: "The Developer Defendants [Landowner] properly followed procedures for
10 approval of a parcel map over Defendants' property [250 Acre Residential Zoned Land] pursuant
11 to NRS 278.461(1)(a) because the division involved four or fewer lots. The Developer Defendants
12 [Landowner] parcel map is a legal merger and re-subdividing of land within their own boundaries."

13 30. The Smith Orders and the Nevada Supreme Court affirmance of the Landowner's
14 property interest, vested right to use and develop, and right to develop the 250 Acre Residential
15 Zoned Land (which includes the 35 Acre Property) are confirmed not only by the above facts, but
16 also by the City's own public maps according to the Nevada Supreme Court.

17 31. Accordingly, it is settled Nevada law that the Landowner has a property interest in
18 and the vested "right to develop" this specific 35 Acre Property with a residential use.

19 32. The City is bound by this settled Nevada law as the City was a party in the case
20 wherein the Smith Orders were issued, the City had a full and fair opportunity to address the issues
21 in that matter, and the Smith Orders have become final as they have been affirmed by the Nevada
22 Supreme Court.

23 33. The Landowner's property interest and vested right to use and develop the entire
24 250 Acre Residential Zoned Land (which includes the 35 Acre Property) is so widely accepted

1 that even the Clark County tax Assessor has assessed the property as residential for a value of
2 approximately \$88 Million and the current Clark County website identifies the 35 Acre Property
3 “zoned” R-PD7.

4 34. There have been no other officially and properly adopted plans or maps or other
5 recorded document(s) that nullify, replace, and/or trump the Landowner’s property interest and
6 vested right to use and develop the 35 Acre Property.

7 35. Although certain City of Las Vegas planning documents show a general plan
8 designation of PR-OS (Parks/Recreation/Open Space) on the 35 Acre Property, that designation
9 was placed on the Property by the City without the City having followed its own proper notice
10 requirements or procedures. Therefore, any alleged PR-OS on any City planning document is
11 being shown on the 35 Acre Property in error. The City’s Attorney confirmed the City cannot
12 determine how the PR-OS designation was placed on the Subject Property.

13 36. Further the Smith Orders legally confirm that notwithstanding any alleged open
14 space land use designation, the zoning on the 250 Acre Residential Zoned Land (which includes
15 the 35 Acre Property) is a residential use - R-PD7.

16 37. The Smith Orders further legally reject any argument that suggests the 250 Acre
17 Residential Zoned Land (which includes the 35 Acre Property) is zoned as open space or otherwise
18 bound by an open space designation.

19 38. The Smith Orders further legally confirm that the hard, residential zoning of R-PD7
20 trumps any other alleged open space designation on any other planning documents.

21 39. Although the 35 Acre Property was used for an interim golf course use, the
22 Landowner has always had the right to close the golf course and not water it.

23 40. The Smith Orders confirmed that there is no appropriate “open space” designation
24 on the 35 Acre Property and this was affirmed by the Nevada Supreme Court.

1 41. Nevada Supreme Court precedent provides that the Landowner has a property
2 interest and the vested right to use and develop the 250 Acre Residential Zoned Land (which
3 includes the 35 Acre Property).

4 **CITY ACTIONS TO TAKE THE LANDOWNER'S PROPERTY**

5 42. The City has engaged in numerous systematic and aggressive actions to prevent
6 any and all use of the 35 Acre Property thereby rendering the 35 Acre Property useless and
7 valueless.

8 43. The City actions and how the actions as a whole impact the 35 Acre Property are
9 set forth herein so that the form, intensity, and the deliberateness of the City actions toward the 35
10 Acre Property can be examined as all actions by the City in the aggregate, must be analyzed.

11 44. Generally, and without limitation, there are 11 City actions the City has engaged in
12 to prevent any and all use of the 35 Acre Property thereby rendering the 35 Acre Property useless
13 and valueless.

14 **City Action #1 - City Denial of the 35 Acre Property Applications**

15 45. On or about December 29, 2016, and at the suggestion of the City, the Landowner
16 filed with the City an application for a General Plan Amendment to change the General Plan
17 Designation on the 250 Acre Residential Zoned Land (which includes the 35 Acre Property) from
18 PR-OS (Parks/Recreation/Open Space) to L (Low Density Residential) ("GPA-68385"). While an
19 application for a General Plan Amendment was filed by the Landowner relating to the 250 Acre
20 Residential Zoned Land (which includes the 35 Acre Property), being application number, GPA-
21 68385; additional applications were filed by the Landowner with the City that related more
22 particularly to the 35 Acre Property. Those zoning applications pertaining to the 35 Acres were
23 application numbers WVR-68480; SDR-68481 and TMP-68482.

1 46. The proposed General Plan Designation of "L" allows densities less than the
2 corresponding General Plan Designation on the Property prior to the time any alleged PR-OS
3 designation was improperly placed on the Property by the City.

4 47. To the north of the 35 Acre Property are existing residences developed on lots
5 generally ranging in size from one quarter (1/4) of an acre to one third (1/3) of an acre.

6 48. In the center of the 35 Acre Property, are existing residences developed on lots
7 generally ranging in size from one quarter (1/4) of an acre to one third (1/3) of an acre.

8 49. To the south of the 35 Acre Property, are existing residences developed on lots
9 generally ranging in size from three quarters (3/4) of an acre to one and one quarter (1 1/4) acre.

10 50. On or about January 25, 2017, the Landowner filed with the City an application
11 pertaining to the 35 Acre Property for a waiver to allow 32-foot private streets with a sidewalk on
12 one side within a privately gated community where 47-foot private streets with sidewalks on both
13 sides are required. The application was given number WVR-68480 ("WVR-68480").

14 51. On or about January 4, 2017, the City required the Landowner to file an application
15 pertaining to the 35 Acre Property for a Site Development Plan Review for a proposed 61-Lot
16 single family residential development. The application was given number SDR-68481 ("SDR-
17 68481").

18 52. On or about January 4, 2017, the Landowner filed with the City an application
19 pertaining to the 35 Acre Property for a Tentative Map for a proposed 61-Lot single family
20 residential development. The application was given number TMP-68482 ("TMP-68482").

21 53. The Planning Staff for the City's Planning Department ("Planning Staff") reviewed
22 GPA-68385, WVR-68480, SDR-68481 and TMP-68482 and issued recommendations of approval
23 for WVR-68480, SDR-68481 and TMP-68482. The Planning Staff originally had "No
24 Recommendation" with regard to GPA-68385; however, in the "Agenda Memo-Planning" relating

1 to the City Council meeting date of June 21, 2017, Planning Staff noted its recommendation of
2 GPA-68385 as "Approval."

3 54. The City Planning Staff thoroughly reviewed the applications, determined that the
4 proposed residential development was consistent with the R-PD7 hard zoning, that it met all
5 requirements in the Nevada Revised Statutes, and in the City's Unified Development Code (Title
6 19), and appropriately recommended approval.

7 55. Tom Perrigo, the City Planning Director, stated at the hearing on the Landowner's
8 applications that the proposed development met all City requirements and should be approved.

9 56. On February 14, 2017, the City of Las Vegas Planning Commission ("Planning
10 Commission") conducted a public hearing on GPA-68385, WVR-68480, SDR-68481, and TMP-
11 68482.

12 57. After considering Landowner's comments, and those of the public, the Planning
13 Commission approved WVR-68480, SDR-68481, and TMP-68482 subject to Planning Staff's
14 conditions.

15 58. The Planning Commission voted four to two in favor of GPA-68385, however, the
16 vote failed to reach a super-majority (which would have been 5 votes in favor) and the vote was,
17 therefore, tantamount to a denial.

18 59. On June 21, 2017, the Las Vegas City Council ("City Council") heard WVR-68480,
19 SDR-68481, TMP-68482 and GPA-68385.

20 60. In conjunction with this City Council public hearing, the Planning Staff, in
21 continuing to recommend approval of WVR-68480, SDR-68481, and TMP-68482, noted *"the*
22 *adjacent developments are designated ML (Medium Low Density Residential) with a density cap*
23 *of 8.49 dwelling units per acre. The proposed development would have a density of 1.79 dwelling*
24 *units per acre...Compared with the densities and General Plan designations of the adjacent*

1 *residential development, the proposed L (Low Density Residential) designation is less dense and*
2 *therefore appropriate for this area, capped at 5.49 units per acre." (emphasis added).*

3 61. The Planning Staff found the density of the proposed General Plan compatible with
4 the existing adjacent land use designation, found the zoning designations compatible and found
5 that the filed applications conform to other applicable adopted plans and policies that include
6 approved neighborhood plans.

7 62. At the June 21, 2017, City Council hearing, the Landowner addressed the concerns
8 of the individuals speaking in opposition, and provided substantial evidence, through the
9 introduction of documents and through testimony, of expert witnesses and others, rebutting each
10 and every opposition claim.

11 63. Included as part of the evidence presented by the Landowner at the June 21, 2017,
12 City Council hearing, the Landowner introduced evidence, among other things, (i) that
13 representatives of the City had specifically noted in both City public hearings and in public
14 neighborhood meetings, that the standard for appropriate development based on the existing R-
15 PD7 zoning on the 35 Acre Property would be whether the proposed lot sizes were compatible
16 with and comparable to the lot sizes of the existing, adjoining residences; (ii) that the proposed lot
17 sizes for the 35 Acre Property were compatible with and comparable to the lot sizes of the existing
18 residences adjoining the lots proposed in the 35 Acres; (iii) that the density of 1.79 units per acre
19 provided for in the 35 Acre Property was less than the density of those already existing residences
20 adjoining the 35 Acre Property; and (iv) that both Planning Staff and the Planning Commission
21 recommended approval of WVR-68480, SDR-68481 and TMP-68482, all of which applications
22 pertain to the proposed development of the 35 Acre Property.

23 64. Any public statements made in opposition to the various applications were either
24 conjecture or opinions unsupported by facts; all of which public statements were either rebutted

1 by findings as set forth in the Planning Staff report or through statements made by various City
2 representatives at the time of the City Council public hearing or through evidence submitted by
3 the Landowner at the time of the public hearing.

4 65. In spite of the Planning Staff recommendation of approval and the recommendation
5 of approval from the Planning Commission, and despite the substantial evidence offered by the
6 Landowner in support of the WVR-68480, SDR-68481, TMP-68482 and GPA-68385; and in spite
7 of the fact that no substantial evidence was offered in opposition, the City Council denied the
8 WVR-68480, SDR-68481, TMP-68482 and GPA-68385.

9 66. The City Council's stated reason for the denial was its desire to see, not just the 35
10 Acre Property, but the entire 250 Acre Residential Zoned Land, developed under one Master
11 Development Agreement ("MDA") which would include all of the following properties:

12 APN 138-31-201-005, a 34.07 acre property, which is the 35 Acre Property, legally
13 subdivided and separate and apart from the properties identified below;

14 APN 138-31-702-003, a 76.93 acre property that has its own assessor parcel number and
15 is legally subdivided separate and apart from the 35 Acre Property;

16 APN 138-31-601-008, a 22.19 acre property that has its own assessor parcel number and
17 is legally subdivided separate and apart from the 35 Acre Property;

18 APN 138-31-702-004, a 33.8 acre property that has its own assessor parcel number and is
19 legally subdivided separate and apart from the 35 Acre Property;

20 APN 138-31-801-002, a 11.28 acre property that has its own assessor parcel number and
21 is legally subdivided separate and apart from the 35 Acre Property;

22 APN 138-32-301-007, a 47.59 acre property that has its own assessor parcel number and
23 is legally subdivided separate and apart from the 35 Acre Property and is owned by a
24 different legal entity, Seventy Acres, LLC;

1 APN 138-32-301-005, a 17.49 acre property that has its own assessor parcel number and
2 is legally subdivided separate and apart from the 35 Acre Property and is owned by a
3 different legal entity, Seventy Acres, LLC;

4 APN 138-31-801-003, a 5.44 acre property that has its own assessor parcel number and is
5 legally subdivided separate and apart from the 35 Acre Property and is owned by a different
6 legal entity, Seventy Acres, LLC;

7 APN 138-32-202-001, a 2.13 acre property that has its own assessor parcel number and is
8 legally subdivided separate and apart from the 35 Acre Property and is owned by a different
9 legal entity, Fore Stars, LTD;

10 67. At the City Council hearing considering and ultimately denying WVR-68480,
11 SDR-68481, TMP-68482 and GPA-68385, the City Council advised the Landowner that the only
12 way the City Council would allow development on the 35 Acres was under one MDA for the
13 entirety of the Property (totaling 250 Acre Residential Zoned Land).

14 68. At the time the City Council was considering WVR-68480, SDR-68481, TMP-
15 68482 and GPA-68385, that would allow the 35 Acre Property to be developed, the City Council
16 stated that the approval of the MDA is very, very close and "we are going to get there [approval
17 of the MDA]." The City Council was referring to the next public hearing wherein the MDA would
18 be voted on by the City Council.

19 69. The City Attorney stated that "if anybody has a list of things that should be in this
20 agreement [MDA], but are not, I say these words speak now or forever hold your peace, because
21 I will listen to you and we'll talk about it and if it needs to be in that agreement, we'll do our best
22 to get it in. . . . This is where I have to use my skills and say enough is enough and that's why I
23 said tonight 'speak now or forever hold your peace.' If somebody comes to me with an issue that
24 they should have come to me with months ago I'm gonna ignore them 'cause that's just not fair

1 either. We can't continue to whittle away at this agreement by throwing new things at it all the
2 time. There's been two years for people to make their comments. I think we are that close."

3 70. The City Attorney even stated "There's no doubt about it [approval of the MDA].
4 If everybody thinks that this can't be resolved, I'm going to look like an idiot in a month and I
5 deserve it. Okay?"

6 71. The City Council stated at the hearing that the sole basis for denial was the City's
7 alleged desire to see the entire 250 Acre Residential Zoned Land developed under the MDA.

8 **City Action #2 - Denial of the Master Development Agreement (MDA)**

9 72. To comply with the City demand to have one unified development, for over two
10 years (between July, 2015, and August 2, 2017), the Landowner worked with the City on an MDA
11 that would allow development on the 35 Acre Property along with all other parcels that made up
12 the 250 Acre Residential Zoned Land.

13 73. The amount of work that went in to the MDA was demanding and pervasive.

14 74. The Landowner complied with each and every City demand, making more
15 concessions than any developer that has ever appeared before this City Council, according to
16 Councilwoman Tarkanian.

17 75. A non-exhaustive list of the Landowner's concessions, as part of the MDA, include
18 without limitation: 1) donation of approximately 100 acres as landscape, park equestrian facility,
19 and recreation areas; 2) building brand new driveways and security gates and gate houses for the
20 existing security entry ways for the Queensridge development; 3) building two new parks, one
21 with a vineyard; and, 4) reducing the number of units, increasing the minimum acreage lot size,
22 and reduced the number and height of towers.

23 76. The City demanded changes to the MDA that ranged from simple definitions, to
24 the type of light poles, to the number of units and open space required for the overall project.

1 77. In total, the City required approximately 16 new and revised versions of the MDA,
2 over the two plus year period.

3 78. In the end, the Landowner was very diligent in meeting all of the City's demands
4 and the MDA met all of the City mandates, the Nevada Revised Statutes and the City's own Code
5 requirements.

6 79. Even the City's own Planning Staff, who participated at every step in preparing the
7 MDA, recommended approval, stating the MDA "is in conformance with the requirements of the
8 Nevada Revised Statutes 278" and "the goals, objectives, and policies of the Las Vegas 2020
9 Master Plan" and "[a]s such, staff [the City Planning Department] is in support of the development
10 Agreement."

11 80. Based upon information and belief, the MDA met or exceeded any and all Major
12 Modification procedures and standards that are set forth in the City Code.

13 81. Notwithstanding that less than two months after the City Council said it was very,
14 very close to approving the MDA, the Landowner's efforts and sweeping concessions, and the
15 City's own Planning Staff recommendation to pass the MDA, and the fact that the MDA met each
16 and every City Code Major Modification procedure and standard, and the City's promise that it
17 would approve the MDA (the sole basis the City gave for denying the 35 Acre Property
18 applications was to allow approval of the MDA), on August 2, 2017, the MDA was presented to
19 the City Council and the City denied the entire MDA altogether.

20 82. The City did not ask the Landowner to make more concessions, like increasing the
21 setbacks or reducing the units per acre, it just simply and plainly denied the MDA in its entirety.

22 83. The City's actions in denying Landowner's tentative map (TMP-68482), WVR-
23 68480, SDR-68481, GPA-68385 and MDA foreclosed all development of the 35 Acre Property in
24

1 violation of Landowner's property interest and vested right to use and develop the 35 Acre
2 Property.

3 84. On or about June 28, 2017, Notices of Final Action were issued for WVR-68480,
4 SDR-68481, TMP-68482 and GPA-68385 stating these applications had been denied.

5 85. As the 35 Acre Property is vacant, this meant that the property would remain
6 vacant.

7 86. These facts show that the City assertion that it wanted to see the entire 250 Acre
8 Residential Zoned Land developed as one unit was an utter and complete farce. Regardless of
9 whether the Landowner submits individual applications (35 Acres applications) or one omnibus
10 plan for the entire 250 Acre Residential Zoned Land (the MDA), the City unilaterally denied any
11 and all uses of the 35 Acre Property.

12 87. Based upon information and belief, the denial of the 35 Acre Property individual
13 applications to develop and the MDA denial are in furtherance of a City scheme to specifically
14 target the Landowner's Property to have it remain in a vacant condition to be turned over to the
15 City for a park for pennies on the dollar – a value well below its fair market value.

16 **City Action #3 - Adoption of the Yohan Lowie Bills**

17 88. After denial of the MDA, the City then raced to adopt two new ordinances that
18 solely target the 250 Acre Residential Zoned Land in order to create further barriers to
19 development.

20 89. The first is Bill No. 2018-5, which Councilwomen Fiore acknowledged "[t]his bill
21 is for one development and one development only. The bill is only about Badlands Golf
22 Course [250 Acre Residential Zoned Land]. . . . "I call it the Yohan Lowie [a principle with the
23 Landowner] Bill."

1 90. Based upon information and belief, the purpose of the Yohan Lowic Bill was to
2 block any possibility of developing the 35 Acre Property by giving veto power to adjoining
3 property owners before any land use application can be submitted regardless of the existing hard
4 zoning and whether the neighbors have any legal interest in the property or not.

5 91. The second is Bill No. 2018-24, which, based upon information and belief, is also
6 clearly intended to target only the Landowner's 250 Acre Residential Zoned Land (which includes
7 the 35 Acre Property) by making it nearly impossible to develop and then applying unique laws to
8 jail the Landowner for seeking development of his property.

9 92. On October 15, 2018, a recommending committee considered Bill 2018-24 and it
10 was shown that this Bill targets solely the Landowner's Property.

11 93. Bill 2018-24 defines the "requirements pertaining to the Development Review and
12 Approval Process, Development Standards, and the Closure Maintenance Plan" for re-purposing
13 "certain" golf courses and open spaces.

14 94. Bill 2018-24 requires costly and technical application procedures, including:
15 approval of expensive and technical master drainage, traffic, and sewer studies before any
16 applications can be submitted; ecological studies; 3D topographic development models; providing
17 ongoing public access to the private land; and requiring the Landowner to hire security and
18 monitoring details.

19 95. Bill 2018-24 seeks to make it a misdemeanor subject to a \$1,000 a day fine or
20 "imprisonment for a term of not more than six months" or any combination of the two for an owner
21 of a discontinued golf course who fails to maintain the course to a level that existed on the date of
22 discontinuance, regardless of whether the course can be profitably operated at such a level.

1 96. According to Councilwoman Fiore at the September 4, 2018, Recommending
2 Committee meeting, if adopted, this would be the only ordinance in the City development code
3 which could enforce imprisonment on a landowner.

4 97. Based upon information and belief, at the September 4, 2018, meeting, the City
5 Staff confirmed that Bill 2018-24 could be applied retroactively. This makes an owner of any
6 failing golf course an indentured servant to neighboring owners whether such neighbors have any
7 legal interest to the property or not.

8 98. On November 7, 2018, despite the Bill's sole intent to target the Landowner's
9 Property and prevent its development, the City adopted the Bill.

10 99. This further shows the lengths to which the City has gone to prevent the
11 development of the 250 Acre Residential Zoned Land (which includes the 35 Acre Property) --
12 seeking unique laws to jail the Landowner for pursuing development of his own property for which
13 he has the "right to develop."

14 100. Based upon information and belief, the adoption of these two City Bills is in
15 furtherance of a City scheme to specifically target the Landowner's Property to have it remain in
16 a vacant condition to be turned over to the City for a park for pennies on the dollar -- a value well
17 below its fair market value.

18 **City Action #4 - Denial of an Over the Counter, Routine Access Request**

19 101. In August 2017, the Landowner filed a request with the City for three access points
20 to streets the 250 Acre Residential Zoned Land abuts - one on Rampart Blvd. and two on Hualapai
21 Way.

22 102. Based upon information and belief, this was a routine over the counter request and
23 is specifically excluded from City Council review.

1 103. Also, based upon information and belief, the Nevada Supreme Court has held that
2 a landowner cannot be denied access to abutting roadways, because all property that abuts a public
3 highway has a special right of easement to the public road for access purposes and this is a
4 recognized property right in Nevada, even if the owner had not yet developed the access.

5 104. Contrary to this Nevada law, the City denied the Landowner's access application
6 citing as the sole basis for the denial, "the various public hearings and subsequent debates
7 concerning the development on the subject site."

8 105. In violation of its own City Code, the City required that the matter be presented to
9 the City Council through a "Major Review."

10 106. Based upon information and belief, this access denial is in furtherance of a City
11 scheme to specifically target the Landowner's Property to have it remain in a vacant condition to
12 be turned over to the City for a park for pennies on the dollar – a value well below its fair market
13 value.

14 **City Action #5 - Denial of an Over the Counter, Routine Fence Request**

15 107. In August, 2017, the Landowner filed with the City a routine request to install chain
16 link fencing to enclose two water features/ponds that are located on the 250 Acre Residential
17 Zoned Land.

18 108. Based upon information and belief, the City Code expressly states that this
19 application is similar to a building permit review that is granted over the counter and not subject
20 to City Council review.

21 109. The City denied the application, citing as the sole basis for denial, "the various
22 public hearings and subsequent debates concerning the development on the subject site."

23 110. In violation of its own Code, the City then required that the matter be presented to
24 the City Council through a "Major Review" pursuant to LVMC 19.16.100(G)(1)(b) which, based

1 upon information and belief, states that the Director determines that the proposed development
2 could significantly impact the land uses on the site or on surrounding properties.

3 111. Based upon information and belief, the Major Review Process contained in LVMC
4 19.16.100 is substantial. It requires a pre-application conference, plans submittal, circulation to
5 interested City departments for comments/recommendation/requirements, and publicly noticed
6 Planning Commission and City Council hearings. The City has required this extraordinary
7 standard from the Landowner to install a simple chain link fence to enclose and protect two water
8 features/ponds on his property.

9 112. Based upon information and belief, this fence denial is in furtherance of a City
10 scheme to specifically target the Landowner's Property to have it remain in a vacant condition to
11 be turned over to the City for a park for pennies on the dollar – a value well below its fair market
12 value.

13 **City Action #6 - Denial of a Drainage Study**

14 113. In an attempt to clear the property, replace drainage facilities, etc., the Landowner
15 submitted an application for a Technical Drainage Study, which should have been routine, because
16 the City and the Landowner have an On-Site Drainage Improvements Maintenance Agreement
17 that allows the Landowner to remove and replace the flood control facilities on his property. The
18 City would not accept the Landowners' application for a Technical Drainage Study.

19 114. Based upon information and belief, the City's Yohan Lowie Bill, referenced above,
20 requires a technical drainage study in order to grant entitlements.

21 115. Based upon information and belief, the City, in furtherance of its scheme to keep
22 the Landowner's property in a vacant condition to be turned over to the City for a park for pennies
23 on the dollar – a value well below its fair market value - is mandating an impossible scenario - that
24 there can be no drainage study without entitlements while requiring a drainage study in

1 order to get entitlements. This is a clear catch-22 intentionally designed by the City to prevent
2 any use of the Landowners' property.

3 **City Action #7 - City Refusal to Even Consider the 133 Acre Property Applications**

4 116. As part of the numerous development applications filed by the Landowner over the
5 past three years to develop all or portions of the 250 Acre Residential Zoned Land, in October and
6 November 2017, the necessary applications were filed to develop residential units on the 133 Acre
7 Property consistent with the R-PD7 hard zoning.

8 117. The City Planning Staff reviewed the applications, determined that the proposed
9 residential development was consistent with the R-PD7 hard zoning, that it met all requirements
10 in the Nevada Revised Statutes, the City Planning Department, and the Unified Development Code
11 (Title 19), and recommended approval.

12 118. Instead of approving the development, the City Council delayed the hearing for
13 several months until May 16, 2018 - the same day it was considering the Yohan Lowie Bill,
14 referenced above.

15 119. The City put the Yohan Lowie Bill on the morning agenda and the 133 Acre
16 Property applications on the afternoon agenda.

17 120. The City then approved the Yohan Lowie Bill in the morning session.

18 121. Thereafter, Councilman Seroka asserted that the Yohan Lowie Bill applied to deny
19 development on the 133 Acre Property and moved to strike all of the applications for the 133 Acre
20 Property filed by the Landowner.

21 122. The other Council members and City staff were taken a back and surprised by this
22 attempt to deny the Landowner even the opportunity to be heard on the 133 Acre Property
23 applications. Scott Adams (City Manager): "I would say we are not aware of the action. ... So
24 we're not really in a position to respond technically on the merits of the motion, cause it, it's

1 something that I was not aware of.” Councilwoman Fiore: “none of us had any briefing on what
2 just occurred.” Councilman Anthony: 95 percent of what Councilman Seroka said was, I heard it
3 for the first time. So I – don’t know what it means. I don’t understand it.”

4 123. The City then refused to allow the Landowner to be heard on his applications for
5 the 133 Acre Property and voted to strike the applications.

6 124. Based upon information and belief, the strategic adoption and application of the
7 Yohan Lowie Bill to strike all of the 133 Acre Property development applications is further
8 evidence of the City’s systematic and aggressive actions to deny any and all development on any
9 part of the 250 Acre Residential Zoned Land (which includes the 35 Acre Property).

10 125. Based upon information and belief, this City action is in furtherance of a City
11 scheme to specifically target the Landowner’s Property to have it remain in a vacant condition to
12 be turned over to the City for a park for pennies on the dollar – a value well below its fair market
13 value.

14 **City Action #8 - The City Announced It Will Never Allow Development on the 35 Acre**
15 **Property, Because the City Wants the Property for a City Park and Wants to Pay Pennies**
on the Dollar

16 126. Based upon information and belief, the purpose for the repeated City denials and
17 affirmative actions to create barriers to development is the City wants the Landowner’s Property
18 for a City park.

19 127. In documents obtained from the City pursuant to a Nevada Public Records Request,
20 it was discovered that the City has already allocated \$15 million to acquire the Landowner’s private
21 property - “\$15 Million-Purchase Badlands and operate.”

22 128. Councilman Seroka issued a statement during his campaign entitled “The Seroka
23 Badlands Solution” which provides the intent to convert the Landowner’s private property into a
24 “fitness park.”

1 129. In an interview with KNPR Seroka stated that he would "turn [the Landowners'
2 private property] over to the City."

3 130. Councilman Coffin agreed as referenced in an email as follows: "I think your third
4 way is the only quick solution...Sell off the balance to be a golf course with water rights (key).
5 Keep the bulk of Queensridge green."

6 131. Councilman Coffin and Seroka also exchanged emails wherein they state they will
7 not compromise one inch and that they "need an approach to accomplish the desired outcome,"
8 which, based upon information and belief, is to prevent all development on the Landowner's
9 Property so the city can take it for the City's park.

10 132. The City has announced that it will never allow any development on the 35 Acre
11 Property or any other part of the 250 Acre Residential Zoned Land.

12 133. Based upon information and belief, Councilman Seroka testified at the Planning
13 Commission (during his campaign) that it would be "**over his dead body**" before the Landowner
14 could use his private property for which he has a vested right to develop.

15 134. Based upon information and belief, in reference to development on the
16 Landowner's Property, Councilman Coffin stated firmly "I am voting against the whole thing,"
17 calls the Landowner's representative a "motherfucker," and expresses his clear resolve to continue
18 voting against any development on the 35 Acre Property.

19 135. Based upon information and belief, this City action is in furtherance of a City
20 scheme to specifically target the Landowner's Property to have it remain in a vacant condition to
21 be turned over to the City for a park for pennies on the dollar -- a value well below its fair market
22 value.

23

24

City Action #9 - The City has Shown an Unprecedented Level of Aggression to Deny All Use of the 250 Acre Residential Zoned Land

136. The City has gone to unprecedented lengths to interfere with the use and enjoyment of the Landowner's Property.

137. Based upon information and belief, Councilman Coffin sought "intel" against one of the Landowner representatives so that the intel could, presumably, be used to deny any development on the 250 Acre Residential Zoned Land (including the 35 Acre Property).

138. Based upon information and belief, knowing the unconstitutionality of their actions, instructions were then given on how to hide communications regarding the 250 Acre Residential Zoned Land from the Courts.

139. Based upon information and belief, Councilman Coffin advised Queensridge residents on how to circumvent the legal process and the Nevada Public Records Act by instructing how not to trigger any of the search terms being used in the subpoenas.

140. Based upon information and belief, this City action is in furtherance of a City scheme to specifically target the Landowner's Property to have it remain in a vacant condition to be turned over to the City for a park for pennies on the dollar – a value well below its fair market value.

City Action #10 - the City has Reversed the Past Approval on the 17 Acre Property

141. The City has tried to claw back a past approval to develop on part of the 250 Acre Residential Zoned Land - the 17 Acre Property approvals.

142. Whereas in approving the 17 Acre Property applications the City agreed the Landowner had the vested right to develop without a Major Modification, now the City is arguing in other documents that: 1) the Landowner has no property rights; and, 2) the approval on the 17 Acre Property was erroneous, because no Major Modification was filed.

1 143. Based upon information and belief, this City action is in furtherance of a City
2 scheme to specifically target the Landowner's Property to have it remain in a vacant condition to
3 be turned over to the City for a park for pennies on the dollar – a value well below its fair market
4 value.

5 **City Action #11 - The City Has Retained Private Counsel to Push an Invalid Open Space**
6 **Designation on the 35 Acre Property**

7 144. Based upon information and belief, the City has now retained and authorized
8 private counsel to push an invalid "open space" designation / Major Modification argument in this
9 case to prevent any and all development on the 35 Acre Property.

10 145. Based upon information and belief, this is the exact opposite position the City and
11 the City's staff has taken for the past 32 years on at least 1,067 development units in the Peccole
12 Concept Plan area.

13 146. Based upon information and belief, approximately 1,000 units have been developed
14 over the past 32 years in the Peccole Concept Plan area the City has never applied the "open space"
15 / Major Modification argument now advanced by its retained counsel.

16 147. Based upon information and belief, the City has targeted this one Landowner and
17 this one Property and is treating them differently than it has treated all other owners and developers
18 in the area for the sole purpose of denying the Landowner his constitutional property rights so the
19 Landowner's property will remain in a vacant condition to be turned over to the City for a park for
20 pennies on the dollar – a value well below its fair market value.

21 148. Based upon information and belief, the City's actions singularly targets the
22 Landowner and the Landowner's Property; the Property is vacant; and, the City's actions are in
23 bad faith.
24

1 **EXHAUSTION OF ADMINISTRATIVE REMEDIES / RIPENESS**

2 149. The Landowner's Alternative Verified Claims in Inverse Condemnation have been
3 timely filed and, pursuant to the Court's Order entered on February 1, 2018, are ripe.

4 150. The Landowner submitted at least one meaningful application to the City to develop
5 the 35 Acre Property and the City denied each and every attempt to develop.

6 151. The Landowner provided the City the opportunity to approve an allowable use of
7 the 35 Acre Property and the City denied each and every use.

8 152. The City denied the Landowner's applications to develop the 35 Acre Property as
9 a stand alone parcel, even though the applications met every City Code requirement and the City's
10 own planning staff recommended approval.

11 153. The Landowner also worked on the MDA with the City for over two years that
12 would have allowed development of the 35 Acre Property with the other parcels included in the
13 250 Acre Residential Land. The City made over 700 changes to the MDA, sent the Landowner
14 back to the drawing board at least 16 times to redo the MDA, and the Landowner agreed to more
15 concessions than any landowner ever to appear before this City Council. The MDA even included
16 the procedures and standards for a Major Modification and the City still denied the MDA
17 altogether.

18 154. If a Major Modification is required to exhaust administrative remedies / ripen the
19 Landowner's taking claims, the MDA the Landowner worked on with the City for over two years
20 included and far exceeded all of the procedures and standards for a Major Modification application.

21 155. The Landowner cannot even get a permit to fence ponds on the 250 Acre
22 Residential Zoned Land or a permit to utilize his legal and constitutionally guaranteed access to
23 the Property.
24

156. The City adopted two Bills that specifically target and effectively eliminate all use of the entire 250 Acre Residential Zoned Land (which includes the 35 Acre Property).

157. Based upon information and belief, City Councilman Seroka stated that "over his dead body" will development be allowed and City Councilman Coffin put in writing that he will vote against any development on the 35 Acre Property.

158. The City has retained private counsel now to push the "open space" / Major Modification argument which is contrary to the City's own actions for the past 32 years and actions on approximately 1,000 units that have developed in the area.

159. Based upon information and belief, this City action is in furtherance of a City scheme to specifically target the Landowner's Property to have it remain in a vacant condition to be turned over to the City for a park for pennies on the dollar – a value well below its fair market value.

160. Therefore, the landowner's inverse condemnation claims are clearly ripe for adjudication.

161. It would be futile to submit any further applications to develop the 35 Acre Property to the City.

FIRST ALTERNATIVE CLAIM FOR RELIEF IN INVERSE CONDEMNATION
(Categorical Taking)

162. The Landowner repeats, re-alleges and incorporates by reference all paragraphs included in this pleading as if set forth in full herein.

163. The City reached a final decision that it will not allow development of Landowner's 35 Acres.

164. Any further requests or applications to the City to develop the 35 Acres would be futile.

1 165. The City's actions in this case have resulted in a direct appropriation of
2 Landowner's 35 Acre property by entirely prohibiting the Landowner from using the 35 Acres for
3 any purpose and reserving the 35 Acres vacant and undeveloped.

4 166. As a result of the City's actions, the Landowner has been unable to develop the 35
5 Acres and any and all value in the 35 Acres has been entirely eliminated.

6 167. The City's actions have completely deprived the Landowner of all economically
7 beneficial use of the 35 Acres.

8 168. Open space or golf course use is not an economic use of the 35 Acre Property.

9 169. The City's actions have resulted in a direct and substantial impact on the
10 Landowner and on the 35 Acres.

11 170. The City's actions require the Landowner to suffer a permanent physical invasion
12 of his property.

13 171. The City's actions result in a categorical taking of the Landowner's 35 Acre
14 Property.

15 172. The City has not paid just compensation to the Landowner for this taking of his 35
16 Acre Property.

17 173. The City's failure to pay just compensation to the Landowner for the taking of his
18 35 Acre Property is a violation of the United States Constitution, the Nevada State Constitution,
19 and the Nevada Revised Statutes, which require the payment of just compensation when private
20 property is taken for a public use.

21 174. Therefore, the Landowner is compelled to bring this cause of action for the taking
22 of the 35 Acre Property to recover just compensation for property the City is taking without
23 payment of just compensation.

24 175. The requested compensation is in excess of fifteen thousand dollars (\$15,000.00).

1 **SECOND ALTERNATIVE CLAIM FOR RELIEF IN INVERSE CONDEMNATION**
2 **(Penn Central Regulatory Taking)**

3 176. The Landowner repeats, re-alleges and incorporates by reference all paragraphs
4 included in this pleading as if set forth in full herein.

5 177. The City reached a final decision that it will not allow development of the
6 Landowner's 35 Acres.

7 178. Any further requests or applications to the City to develop the 35 Acres would be
8 futile.

9 179. The City already denied an application to develop the 35 Acres, even though: 1)
10 the Landowner's proposed 35 Acre development was in conformance with its zoning density and
11 was comparable and compatible with existing adjacent and nearby residential development; 2) the
12 Planning Commission recommended approval; and 3) the City's own Staff recommended
13 approval.

14 180. The City affirmatively stated that it will not allow the Landowner to develop the 35
15 Acres unless it is developed as part of the MDA, referenced above. The Landowner worked on
16 the MDA for nearly two years, with numerous City-imposed and/or City requested abeyances and
17 with the City's direct and active involvement in the drafting and preparing the MDA and the City's
18 statements that it would approve the MDA and despite nearly two years of working on the MDA,
19 on or about August 2, 2017, the City denied the MDA.

20 181. The City's actions have caused a direct and substantial economic impact on the
21 Landowner, including but not limited to preventing development of the 35 Acres.

22 182. The City was expressly advised of the economic impact the City's actions were
23 having on Landowner.

24 183. At all relevant times herein, the Landowner had specific and distinct investment
backed expectations to develop the 35 Acres.

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Page 30 of 37

1 184. These investment backed expectations are further supported by the fact that the
2 City, itself, advised the Landowner of its vested rights to develop the 35 Acre Property prior to
3 acquiring the 35 Acres.

4 185. The City was expressly advised of Landowner's investment backed expectations
5 prior to denying the Landowner the use of the 35 Acres.

6 186. The City's actions are preserving the 35 Acres as open space for a public use and
7 the public is actively using the 35 Acres.

8 187. The City's actions have resulted in the loss of the Landowner's investment backed
9 expectations in the 35 Acres.

10 188. The character of the City action to deny the Landowner's use of the 35 Acres is
11 arbitrary, capricious, and fails to advance any legitimate government interest and is more akin to
12 a physical acquisition than adjusting the benefits and burdens of economic life to promote the
13 common good.

14 189. The City never stated that the proposed development on the 35 Acres violated any
15 code, regulation, statute, policy, etc. or that the Landowner did not have a vested property right to
16 use/develop the 35 Acres.

17 190. The City provided only one reason for denying Landowner's request to develop the
18 35 Acres - that the City would only approve the MDA that included the entirety of the 250 Acre
19 Residential Zoned Land owned by various entities and that the MDA would allow development of
20 the 35 Acres.

21 191. The City then, on or about August 2, 2017, denied the MDA, thereby preventing
22 the development of the 35 Acres.

23 192. The City's actions meet all of the elements for a Penn Central regulatory taking.
24

1 193. The City has not paid just compensation to the Landowner for this taking of his 35
2 Acre property.

3 194. The City's failure to pay just compensation to the Landowner for the taking of his
4 35 Acre Property is a violation of the United States Constitution, the Nevada State Constitution,
5 and the Nevada Revised Statutes, which require the payment of just compensation when private
6 property is taken for a public use.

7 195. Therefore, the Landowner is compelled to bring this cause of action for the taking
8 of the 35 Acre Property to recover just compensation for property the City is taking without
9 payment of just compensation.

10 196. The requested compensation is in excess of fifteen thousand dollars (\$15,000.00).

11 **THIRD ALTERNATIVE CLAIM FOR RELIEF IN INVERSE CONDEMNATION**
12 **(Regulatory Per Se Taking)**

13 197. The Landowner repeats, re-alleges and incorporates by reference all paragraphs
14 included in this pleading as if set forth in full herein.

15 198. The City's actions stated above fail to follow the procedures for taking property set
16 forth in Chapters 37 and 342 of the Nevada Revised Statutes, Nevada's statutory provisions on
17 eminent domain, and the United States and Nevada State Constitutions.

18 199. The City's actions exclude the Landowner from using the 35 Acres and, instead,
19 permanently reserve the 35 Acres for a public use and the public is using the 35 Acres and that use
20 is expected to continue into the future.

21 200. Based upon information and belief, the City is preserving the 35 Acre Property for
22 a future public use by the City.

23 201. The City's actions have shown an unconditional and permanent taking of the 35
24 Acres.

202. The City has not paid just compensation to the Landowner for this taking of his 35 Acre property.

203. The City's failure to pay just compensation to Landowner for the taking of his 35 Acre property is a violation of the United States Constitution, the Nevada State Constitution, and the Nevada Revised Statutes, which require the payment of just compensation when private property is taken for a public use.

204. Therefore, Landowner is compelled to bring this cause of action for the taking of the 35 Acre property to recover just compensation for property the City is taking without payment of just compensation.

205. The requested compensation is in excess of fifteen thousand dollars (\$15,000.00).

FOURTH ALTERNATIVE CLAIM FOR RELIEF IN INVERSE CONDEMNATION
(Nonregulatory Taking)

206. The Landowner repeats, re-alleges and incorporates by reference all paragraphs included in this pleading as if set forth in full herein.

207. The City actions directly and substantially interfere with the Landowner's vested property rights rendering the 35 Acres unusable and/or valueless.

208. The City's actions substantially deprive the Landowner of the use and enjoyment of the 35 Acre Property.

209. The City has taken steps that directly and substantially interfere with the Landowner's property rights to the extent of rendering the 35 Acre Property valueless or unusable.

210. The City actions have rendered the 35 Acre Property unusable on the open market.

211. The City has intentionally delayed approval of development on the 35 Acres and, ultimately, denied any and all development in a bad faith effort to preclude any use of the 35 Acres.

212. The City's actions are oppressive and unreasonable.

213. The City's actions result in a nonregulatory taking of the Landowner's 35 Acres.

214. The City has not paid just compensation to the Landowner for this taking of his 35 Acre Property.

215. The City's failure to pay just compensation to the Landowner for the taking of his 35 Acre Property is a violation of the United States Constitution, the Nevada State Constitution, and the Nevada Revised Statutes, which require the payment of just compensation when private property is taken for a public use.

216. Therefore, the Landowner is compelled to bring this cause of action for the taking of the 35 Acre Property to recover just compensation for property the City is taking without payment of just compensation.

217. The requested compensation is in excess of fifteen thousand dollars (\$15,000.00)

FIFTH ALTERNATIVE CLAIM FOR RELIEF IN INVERSE CONDEMNATION
(Temporary Taking)

218. The Landowner repeats, re-alleges and incorporates by reference all paragraphs included in this pleading as if set forth in full herein.

219. If there is subsequent City Action or a finding by the Nevada Supreme Court, or otherwise, that the Landowner may develop the 35 Acre Property, then there has been a temporary taking of the Landowner's 35 Acre Property for which just compensation must be paid.

220. The City has not offered to pay just compensation for this temporary taking.

221. The City failure to pay just compensation to the Landowner for the taking of his 35 Acres is a violation of the United States Constitution, the Nevada State Constitution, and the Nevada Revised Statutes, which require the payment of just compensation when private property is taken for a public use.

222. Therefore, the Landowner is compelled to bring this cause of action for the taking of the 35 Acre Property to recover just compensation for property the City has taken without payment of just compensation.

223. The requested compensation is in excess of fifteen thousand dollars (\$15,000.00).

SIXTH ALTERNATIVE CLAIM FOR RELIEF IN INVERSE CONDEMNATION

(Judicial Taking)

224. The Landowner repeats, re-alleges and incorporates by reference all paragraphs included in this pleading as if set forth in full herein.

225. If this Court elects to follow the Crockett Order (that was decided in the context of a land use case and which entirely ignores the Landowner's hard zoning and vested right to develop) to deny the taking in this case, this will add a judicial taking claim, because the Crockett Order would be applied to recharacterize the Landowner's 35 Acre Property from a hard zoned residential property with the vested "rights to develop" to a public park / open space.

226. The requested compensation for this claim is in excess of fifteen thousand dollars (\$15,000.00).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as follows:

1. An award of just compensation according to the proof for the taking (permanent or temporary) and/or damaging of the Landowner's Property by inverse condemnation;
 2. Prejudgment interest commencing from the date the City first froze the use of the 35 Acre Property which is prior to the filing of this Complaint in Inverse Condemnation;
 3. A preferential trial setting pursuant to NRS 37.055 on the alternative inverse condemnation claims;
 4. Payment for all costs incurred in attempting to develop the 35 Acres;
 5. For an award of attorneys' fees and costs incurred in and for this action; and,
- //

1 6. For such further relief as the Court deems just and equitable under the
2 circumstances.

3 DATED THIS 15th day of ^{May}~~March~~, 2019.

4 **LAW OFFICES OF KERMIT L. WATERS**

5 BY: /s/ Kermit L. Waters
6 KERMIT L. WATERS, ESQ. (NBN 2571)
7 JAMES J. LEAVITT, ESQ. (NBN 6032)
8 MICHAEL SCHNEIDER, ESQ. (NBN 8887)
9 AUTUMN WATERS, ESQ. (NBN 8917)

10 **HUTCHISON & STEFFEN**


11 BY: /s/ Mark A. Hutchison
12 Mark A. Hutchison (4639)
13 Joseph S. Kistler (3458)
14 Robert T. Stewart (13770)

15 *Attorneys for 180 Land Company, LLC*
16
17
18
19
20
21
22
23
24

1 VERIFICATION

2 STATE OF NEVADA)
3) ss
COUNTY OF CLARK)

4 Yohan Lowie, on behalf of the Landowner, being first duly sworn, upon oath, deposes and
5 says: that he has read the foregoing **SECOND AMENDMENT and FIRST SUPPLEMENT TO**
6 **COMPLAINT FOR SEVERED ALTERNATIVE VERIFIED CLAIMS IN INVERSE**
7 **CONDEMNATION** and based upon information and belief knows the contents thereof to be true
8 and correct to the best of his knowledge.

9 
10 _____
11 YOHAN LOWIE

12 SUBSCRIBED and SWORN to before me
13 This 15 day of May, 2019.

14 
15 NOTARY PUBLIC



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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of the Law Offices of Kermitt L. Waters, and that on the 15th day of May, 2019, a true and correct copy of the foregoing **SECOND AMENDMENT and FIRST SUPPLEMENT TO COMPLAINT FOR SEVERED ALTERNATIVE VERIFIED CLAIMS IN INVERSE CONDEMNATION** was made by electronic means pursuant to EDCR 8.05(a) and 8.05(f), to be electronically served through the Eighth Judicial District Court’s electronic filing system, with the date and time of the electronic service substituted for the date and place of deposit in the mail and addressed to each of the following:

McDonald Carano LLP
George F. Ogilvie III
Debbie Leonard
Amanda C. Yen
2300 W. Sahara Ave., Suite 1200
Las Vegas, Nevada 89102
gogilvie@mcdonaldcarano.com
dleonard@mcdonaldcarano.com
ayen@mcdonaldcarano.com

Las Vegas City Attorney’s Office
Bradford Jerbic
Philip R. Byrnes
Seth T. Floyd
495 S. Main Street, 6th Floor
Las Vegas, Nevada 89101
pbyrnes@lasvegasnevada.gov
sfloyd@lasvegasnevada.gov

/s/ *Evelyn Washington*
An employee of the Law Offices of
Kermitt L. Waters

EXHIBIT CC

EXHIBIT CC

Seventy Acres LLC
1215 S. Fort Apache Rd., Suite # 120
Las Vegas, NV 89117

November 24, 2015

Mr. Tom Perrigo, Planning Director
Mr. Peter Lowenstein, Planning Section Manager
City of Las Vegas
Department of Planning
333 North Rancho Drive
Las Vegas, NV 89106

Re: Alta/Rampart Justification Letter for GPA, Rezoning and SDR

Dear Mr. Perrigo and Mr. Lowenstein,

We hereby submit a request for a:

- General Plan Amendment (GPA);
- Rezoning; and
- SDR.

General Plan Amendment

The subject property represents a 17.49 acre portion ("17 Acres") at the Alta/Rampart corner of a 70.52 acre parcel (the "Land"). The Land's zoning designation is R-PD7 and under the General Plan is PR-OS. The 17 Acres is in the process of being subdivided into a separate parcel and will have its own APN.

- We are requesting that the General Plan classification on the 17 Acres be changed from PR-OS to H.

The Land is NOT A PART of any common interest community CC&Rs, nor is it permitted as annexable property with the CC&Rs of adjacent properties, nor is it in any way under the control of the HOAs in the adjacent properties.

The City of Las Vegas Unified Development Code provides in Section 19.10-050 (C) (in pertinent part and emphasis added):

1. Single-family and multi-family residential and supporting uses are permitted in the R-PD District to the extent they are determined by the Director to be consistent with the density approved for the District and are compatible with surrounding uses.
2. For any use which, pursuant to this Subsection, is deemed to be permitted within the R-PD District, the Director may apply the development standards and procedures which would apply to that use if it were located in the equivalent standard residential district.
3. For purposes of this Subsection, the "equivalent standard residential district" means a residential district listed in the Land Use Tables which, in the Director's judgment, represents the (or a) district which is most comparable to the R-PD District in question, in terms of density and development type.

The 17 Acres are adjacent to the One Queensridge Place high rise condominium towers and the Sir Williams Court office complex and event center. The proposed project on the 17 Acres is comparable, in terms of development type, to the adjacent properties.

1

PRJ-62226
11/30/15

GPA-62387, ZON-62392 and SDR-62393

CLV191052
00463

2684

Seventy Acres LLC
1215 S. Fort Apache Rd., Suite # 120
Las Vegas, NV 89117

REZONING

In conjunction with the GPA:

- We are requesting that the zoning on the 17 Acres be changed from R-PD7 to R4.

SDR

In conjunction with the GPA and Rezoning requests as described above, a simultaneous SDR is being submitted. This yet to be named 720 Unit luxury rental condominium project, located at the southwest corner of Rampart Boulevard and Alta Drive will fulfill a much needed residential niche in this huburb.

The project:

- Particulars are reflected in the various Exhibits provided in conjunction with this filing.
- Comprises 17.49 acres.
- Will consist of up to 720 dwelling units with a planned mix, (which mix may slightly vary as construction documents are prepared and finalized), of 5% Studios, 55% One-Bedrooms, 35% Two-Bedrooms and 5% Three-Bedrooms. The units will be housed in four 4-four story, Type-V buildings.
- Has four buildings configured so that the units are wrapped around three or more sides of multilevel parking; these parking structures are in lieu of typical less appealing exterior parking fields at-grade. This design allows for more intimate outdoor open spaces nestled among building wings and fingers that extend out from the main linear portions of the buildings creating a resort like setting. The buildings will also contain courtyard-like reliefs.
- The 17.49 acres lay significantly below the podium elevation of One Queensridge Place. Its design utilizes the land's unique topography to maintain the top of the projects buildings at an elevation of not higher than 2,748', the same elevation as the podium level of the adjacent One Queensridge Place condominiums.
- Primary "entry driveway" off Rampart Boulevard is at the center of the site, running westerly arriving at the complex's office and main recreation area with a single-story clubhouse as its terminus. Two additional, amenity areas are provided to serve the open space and recreation needs of the project residents.
- Contains a northeast-southwest "main street" that will continue to the west connecting into Alta through Clubhouse Drive.
 - The northeast-southwest "main street" intersects with the "entry driveway" forming a traffic circle and establishing an urban pedestrian and vehicular thoroughfare that promotes site connectivity and continuity.

Taking cues from the adjacent One Queensridge Place condominiums architecture and landscape designed in a decidedly French/Art Nouveau style, the proposed architectural style for this yet to be named project is inspired by the late 19th century Parisian Second Empire style. This eclectic mix of earlier European styles is primarily known for its use of steep Mansard roofs often articulated with a single or double row of playful dormers, a clear definition of base, middle and top, and the use of projecting balconies, "Juliettes", as well as decorative railing.

Landscaping will be commensurate with the same plant types as One Queensridge Place to provide continuity among the adjacent properties.

The French architectural influences along with this proposed "urban" residential lifestyle will greatly complement the existing mix of uses in the project's vicinity including Tivoli Village at Queensridge, Boca Park, Suncoast and One Queensridge Place. The contribution of this project to this huburb is a significant creation of a truly pedestrian-oriented, mixed-use environment, one that encourages residents to leave their cars behind and experience a lifestyle focused on walkability, sustainability, and a healthy balance of live, work, and play all in close proximity.

Seventy Acres LLC
1215 S. Fort Apache Rd., Suite # 120
Las Vegas, NV 89117

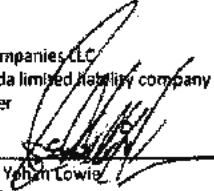
Key Factors in Support:

- The project fills a void, left in the marketplace due to the recession, for quality condominium projects;
- The utilities are already available in and around the property;
- The project is suitable for the available traffic capacity in the area;
- Public transportation is readily available at the Alta/Rampart intersection;
- Mutually beneficial to commercial and retail businesses at corner of Alta/Rampart; and
- Comparable and complementary to adjacent properties.

Thank you in advance for the City's consideration. We look forward to working with the City and our neighbors in bringing this project to the community.

Seventy Acres LLC

By: EHB Companies LLC
a Nevada limited liability company
Their: Manager

By: 
Name: Yohan Lowie
Its: Manager
Date: 11.24.15



DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: GENERAL PLAN AMENDMENT (GPA)
 Project Address (Location) S. Rampart/W. Charleston/Hualapai/Alta
 Project Name ORCHESTRA VILLAGE Proposed Use _____
 Assessor's Parcel #(s) Portion of 138-32-301-004 Ward # 2
 General Plan: existing PROS proposed H Zoning: existing R-PD7 proposed R-4
 Commercial Square Footage _____ Floor Area Ratio _____
 Gross Acres 17.49 Lots/Units 1 Density _____
 Additional Information _____

PROPERTY OWNER Seventy Acres LLC Contact Frank Pankratz
 Address 1215 South Fort Apache Road, Suite 120 Phone: (702) 940-6930 Fax: (702) 940-6931
 City Las Vegas State Nevada Zip 89117
 E-mail Address Frank@ehbcompanies.com

APPLICANT Seventy Acres LLC Contact Frank Pankratz
 Address 1215 South Fort Apache Road, Suite 120 Phone: (702) 940-6930 Fax: (702) 940-6931
 City Las Vegas State Nevada Zip 89117
 E-mail Address Frank@ehbcompanies.com

REPRESENTATIVE GCW Engineering, Inc. Contact Cindie Gee
 Address 1555 South Rainbow Phone: (702) 804-2107 Fax: (702) 804-2299
 City Las Vegas State Nevada Zip 89146
 E-mail Address cgee@gcwengineering.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* [Signature]

* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Vickie DeHart

Subscribed and sworn before me

This 23 day of November, 20 15.

[Signature]

Notary Public in and for said County and State



LEEANN STEWART-SCHENCK
 Notary Public, State of Nevada
 Appointment No. 07-4284-1
 My Appt. Expires Jul 26, 2019

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case # GPA-62387

Meeting Date: _____

Total Fee: _____

Date Received:*

Received By: _____

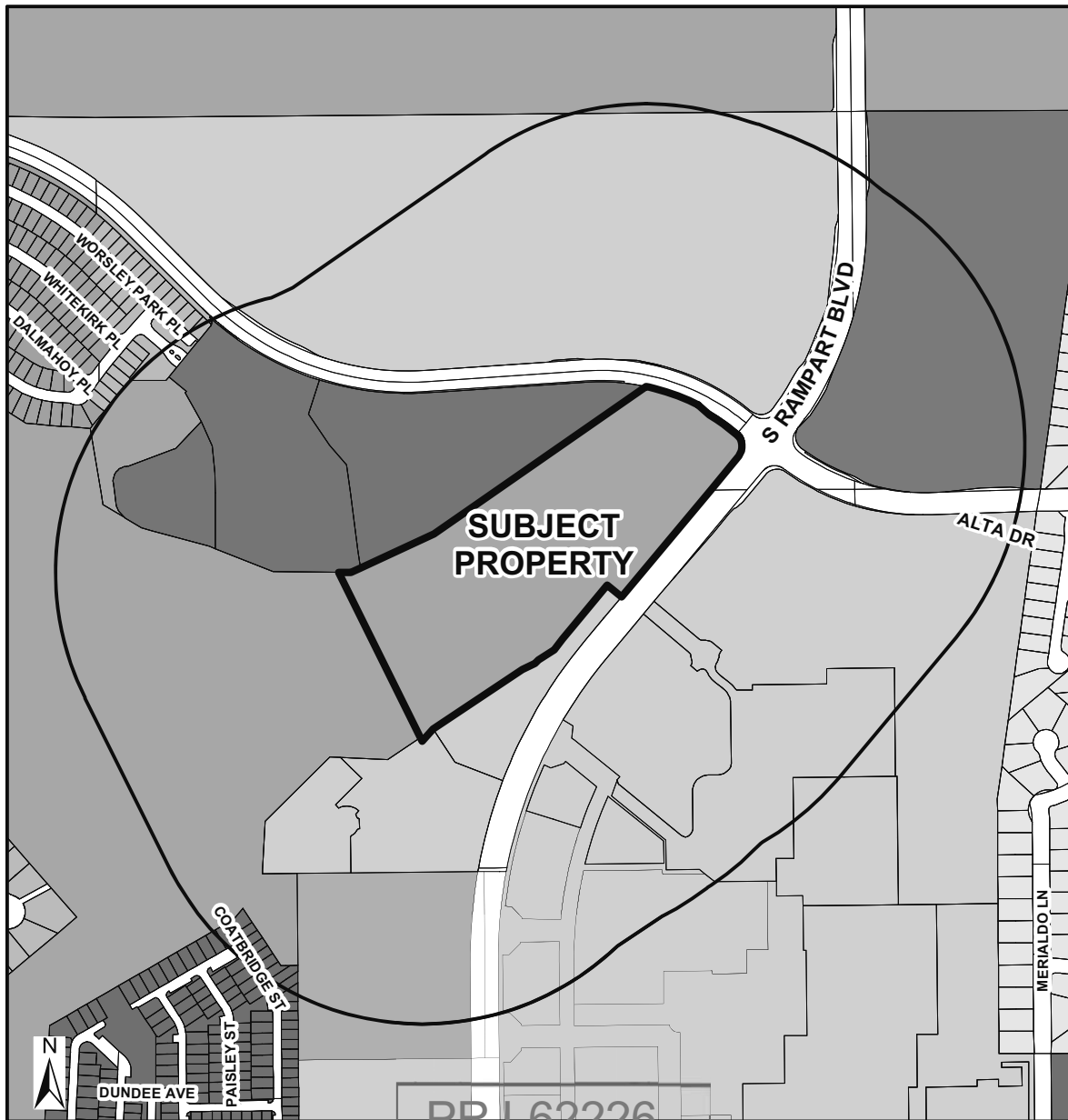
The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable portions of the Zoning Ordinance.

11/30/15

Applicant/Application Packet/Application Form.pdf

CLV191032
 00466

2687



General Plan Amendment

RNP - Rural Neighborhood Preservation	MLA - Medium - Low Attached	GTC - Tourist Commercial District	PF-CC Public Facility Clark County
RE - Rural Estates	M - Medium	LVMD - Las Vegas Medical District	TC - Town Center
DR - Desert Rural	H - High	LI/R - Light Industrial / Research	RC - Resource Conservation
R - Rural	O - Office	PCD - Planned Community Development	C - Downtown - Commercial
L - Low	SC - Service Commercial	PR-OS - Park/Recreation/Open Space	MXU - Downtown - Mixed Use
ML - Medium - Low	GC - General Commercial	PF - Public Facility	TND - Traditional Neighborhood Development

**FROM PR-OS TO H
GPA-62387**

- Subject Property
- 1000ft Buffer
- City Limits



GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-225-4301

Date: Thursday, December 10, 2015

CLV191033
00467

2688



DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: CHANGE ZONE
 Project Address (Location) S. Rampart/W. Charleston/Hualapai/Alta
 Project Name ORCHESTRA VILLAGE Proposed Use _____
 Assessor's Parcel #(s) Portion of 138-32-301-004 Ward # 2
 General Plan: existing PROS proposed H Zoning: existing R-PD7 proposed R-4
 Commercial Square Footage _____ Floor Area Ratio _____
 Gross Acres 17.49 Lots/Units 1 Density _____
 Additional Information _____

PROPERTY OWNER Seventy Acres LLC Contact Frank Pankratz
 Address 1215 South Fort Apache Road, Suite 120 Phone: (702) 940-6930 Fax: (702) 940-6931
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 Address 1555 South Rainbow Phone: (702) 804-2107 Fax: (702) 804-2209
 City Las Vegas State Nevada Zip 89146
 E-mail Address cgee@gcwengineering.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* Vickie Delhart

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Vickie Delhart

Subscribed and sworn before me

This 23 day of November, 20 15

LeeAnn Stewart-Schencke

Notary Public in and for said County and State



LEEANN STEWART-SCHENCKE
 Notary Public, State of Nevada
 Appointment No. 07-4284-1
 My Appt. Expires Jul 26, 2019

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case # ZON-62392

Meeting Date: _____

Total Fee: _____

Date Received:*

Received By: _____

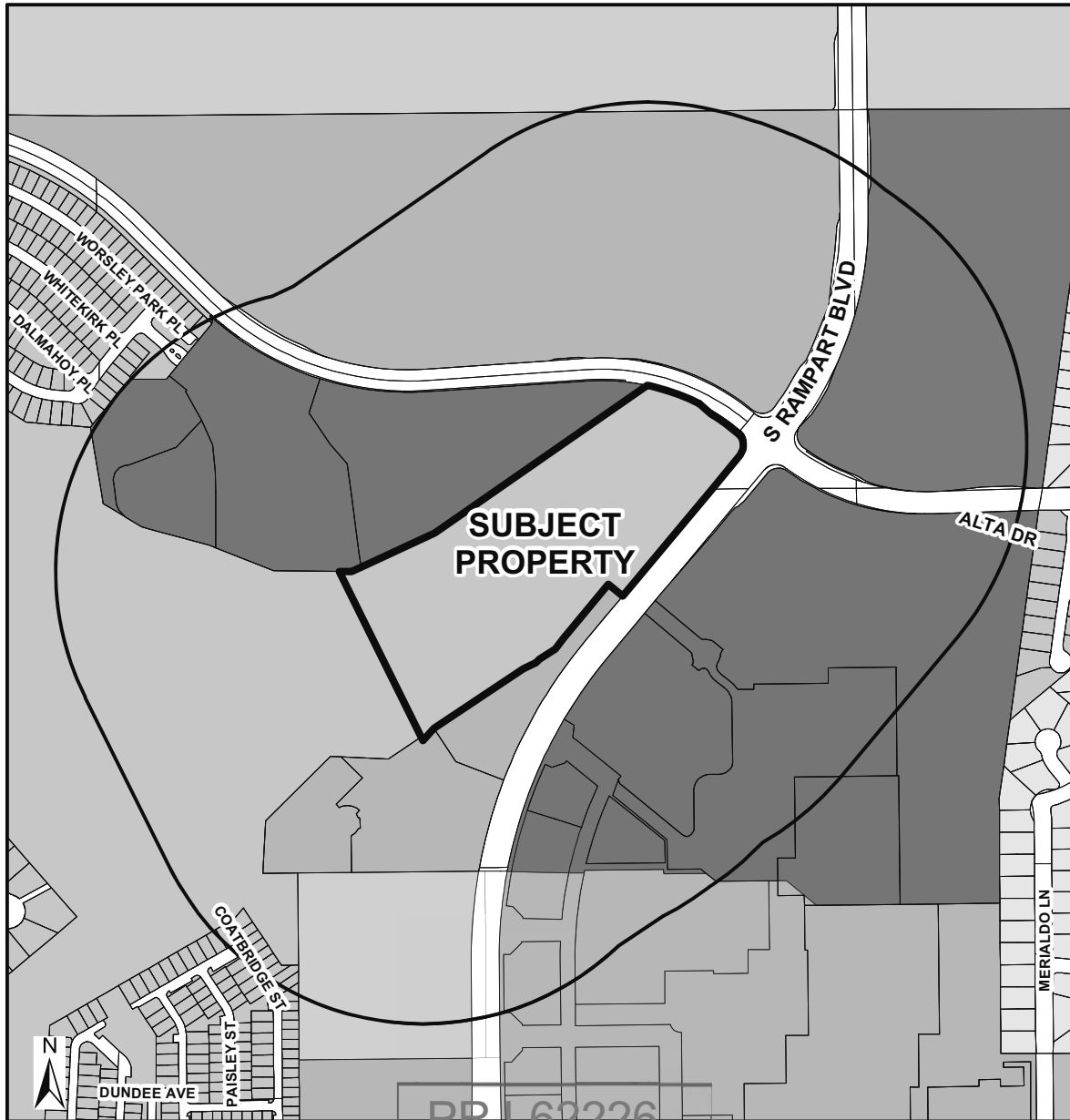
The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning (702) 940-6932 with applicable sections of the Zoning Ordinance.

11/30/15
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CLV191088
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ZON-62392



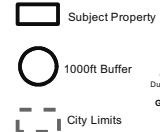
Zoning

U - (GPA Designation) Undeveloped	R-2 - Medium-Low Density Residential	P-O - Professional Office	C-1 - Limited Commercial
R-A - Ranch Acres	R-3 - Medium Density Residential	N-S - Neighborhood Service	M - Industrial
R-E - Residential Estates	R-4 - High Density Residential	O - Office	C-V - Civic
R-D - Single-Family Residential-Restricted	R-5 - Apartment	C-D - Designed Commercial	P-C - Planned Community
R-PD - Residential Planned Development	R-MH - Mobile/Manufactured Home Residence	C-1 - Limited Commercial	T-D - Traditional Development
R-1 - Single Family Residential	R-MHP - Residential Mobile/Manufactured Home Park	C-2 - General Commercial	PD - Planned Development
R-CL - Single-Family Compact-Lot	P-R - Professional Offices and Parking	C-PB - Planned Business Park	T-C - Town Center

PRJ 62226

12/10/15

**FROM R-PD7 TO R-4
ZON-62392**



GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-4301

Date: Thursday, December 10, 2015

CLV191089
00469

2690



DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: SITE DEVELOPMENT REVIEW (SDR)
 Project Address (Location): S. Rampart/W. Charleston/Hualapai/Alta
 Project Name: ORCHESTRA VILLAGE Proposed Use: _____
 Assessor's Parcel #(s): Portion of 138-32-301-004 Ward #: 2
 General Plan: existing PROS proposed H Zoning: existing R-PD7 proposed R-4
 Commercial Square Footage: _____ Floor Area Ratio: _____
 Gross Acres: 17.49 Lots/Units: 1 Density: _____
 Additional Information: _____

PROPERTY OWNER Seventy Acres LLC Contact: Frank Pankratz
 Address: 1215 South Fort Apache Road, Suite 120 Phone: (702) 940-8930 Fax: (702) 940-8931
 City: Las Vegas State: Nevada Zip: 89117
 E-mail Address: Frank@ehbcompanies.com

APPLICANT Seventy Acres LLC Contact: Frank Pankratz
 Address: 1215 South Fort Apache Road, Suite 120 Phone: (702) 940-8930 Fax: (702) 940-8931
 City: Las Vegas State: Nevada Zip: 89117
 E-mail Address: Frank@ehbcompanies.com

REPRESENTATIVE GCW Engineering, Inc. Contact: Cindie Gee
 Address: 1555 South Rainbow Phone: (702) 804-2107 Fax: (702) 804-2299
 City: Las Vegas State: Nevada Zip: 89146
 E-mail Address: cgee@gcwengineering.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent duly authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* [Signature]

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Paced Maps.

Print Name: Vickie Exhart

Subscribed and sworn before me

This 23 day of November, 2015.

[Signature]

Notary Public in and for said County and State



Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case # **SDR-62393**

Meeting Date: _____

Total Fee: _____

Date Received:*

Received By: _____

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

11/30/15
 E:\depot\Application Packet\Application Form.pdf

CLV191093
 00470

2691

SWC Alta Drive and Rampart Boulevard

Proposed 720 unit multi-family residential development.

Proposed Use

Average Daily Traffic (ADT)	APARTMENT [DWELL]	720	6.65	4,788
AM Peak Hour			0.51	367
PM Peak Hour			0.62	446

Existing traffic on all nearby streets:

Alta Drive

Average Daily Traffic (ADT)	13,388
PM Peak Hour (heaviest 60 minutes)	1,071

Rampart Boulevard

Average Daily Traffic (ADT)	45,325
PM Peak Hour (heaviest 60 minutes)	3,626

Traffic Capacity of adjacent streets:

Adjacent Street ADT Capacity	
Alta Drive	34,500
Rampart Boulevard	51,800

This project will add approximately 4,788 trips per day on Alta Dr. and Rampart Blvd. Alta is currently at about 39 percent of capacity and Rampart is at about 88 percent of capacity. After this project, Alta is expected to be at about 53 percent of capacity and Rampart to be at about 97 percent of capacity.

Based on Peak Hour use, this development will add into the area roughly 446 additional cars, or about fifteen every two minutes.

Note that this report assumes all traffic from this development uses all named streets.

CLV191094

00471

2692



ARCHITECTURAL SITE PLAN

MVE SEVENTY ACRES LLC
+ PARTNERS

Rampart & Alta Condominiums
LAS VEGAS, NEVADA

NOVEMBER 24, 2015
12/21/15
A-2

GPA-62387, ZON-62392 and SDR-62393 - REVISED

CLV191034
00472



GRADING EXHIBIT

MVE
PARTNERS
**SEVENTY
ACRES
LLC**

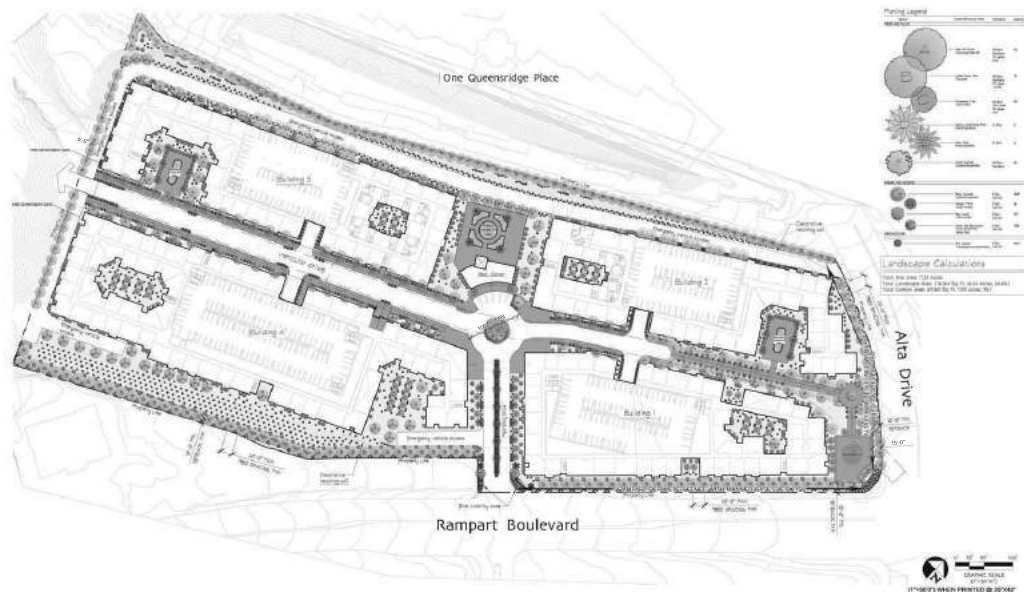
Rampart & Alta Condominiums
LAS VEGAS, NEVADA

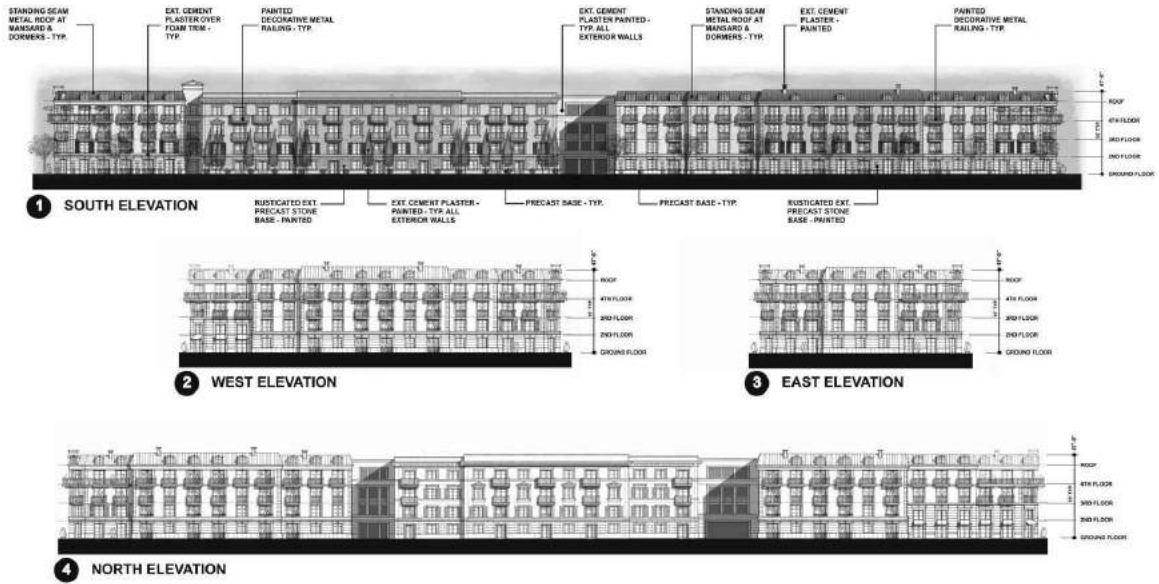
NOVEMBER 24, 2015
170000' 1" = 100' 1" = 100'

A-3

GPA-62387, ZON-62392 and SDR-62393 - REVISED

CLV191035
00473





SEVENTY
ACRES LLC

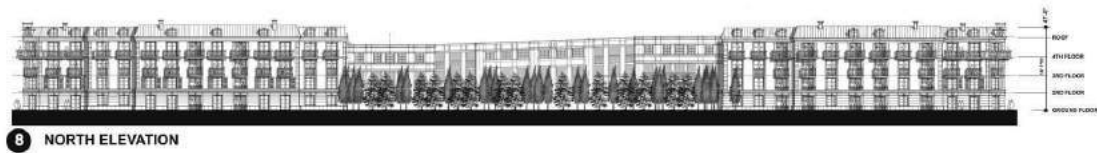
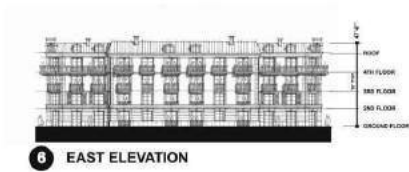
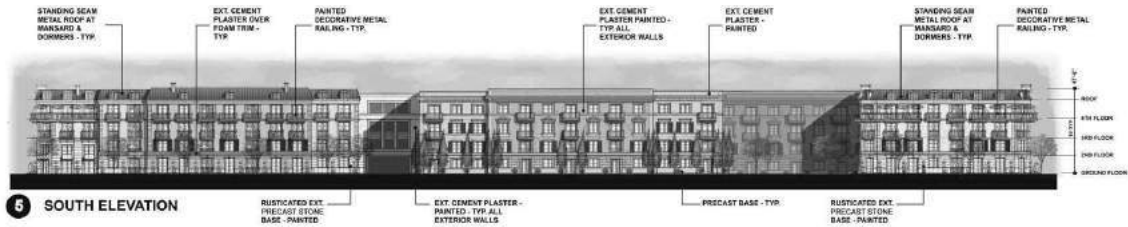
Rampart & Alta Condominiums
LAS VEGAS, NEVADA



A-4

GPA-62387, ZON-62392 and SDR-62393

CLV191037
00475



ELEVATIONS BUILDING Z

MVE
PARTNERS

SEVENTY
ACRES LLC

Rampart & Alta Condominiums
LAS VEGAS, NEVADA

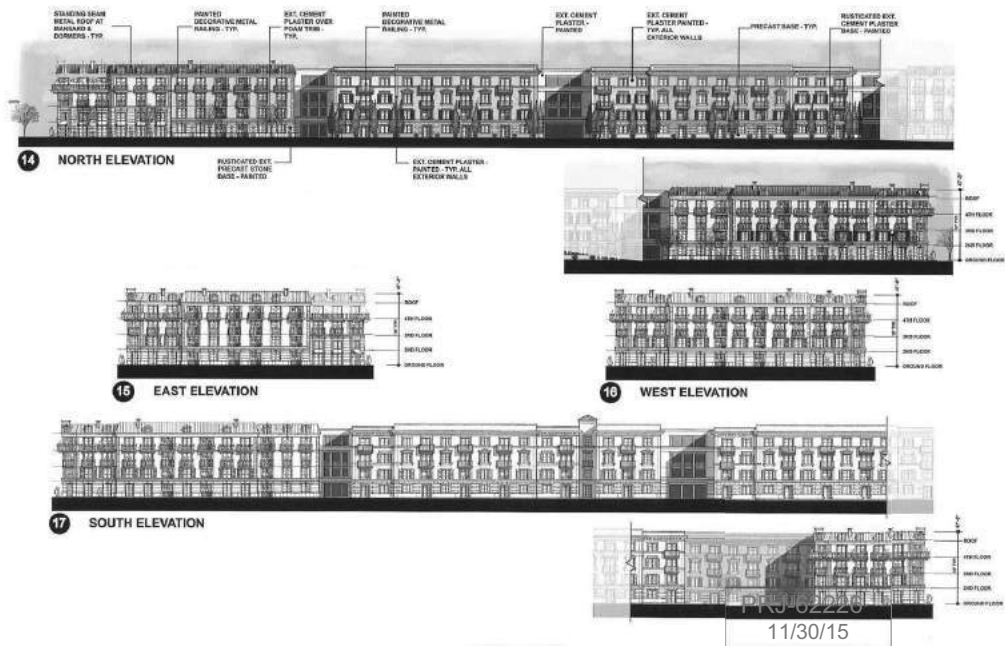
GPA-62387, ZON-62392 and SDR-62393

NOVEMBER 24, 2017

A-5

CLV191038
00476

2697



MVE
PARTNERS

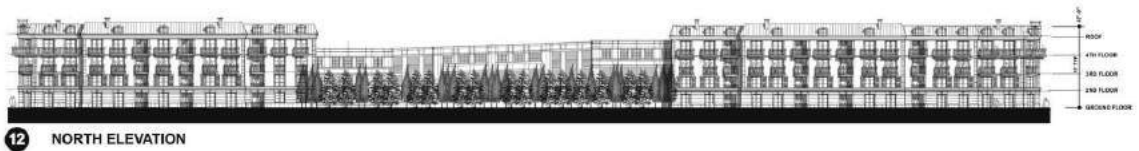
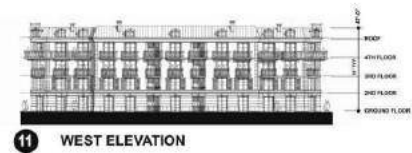
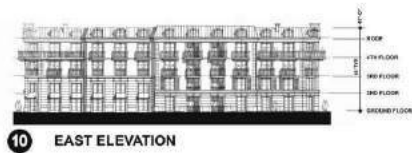
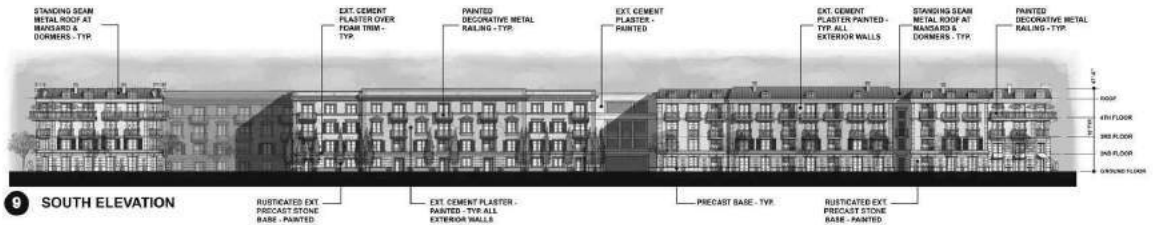
SEVENTY
ACRES LLC

Rampart & Alta Condominiums
LAS VEGAS, NEVADA

NOVEMBER 24, 2015 A-7

GPA-62387, ZON-62392 and SDR-62393

CLV191039
00477



ELEVATIONS BUILDING 3 & LEASING/ RECREATION

MVE
+ PARTNERS

SEVENTY
ACRES LLC

Rampart & Alta Condominiums
LAS VEGAS, NEVADA

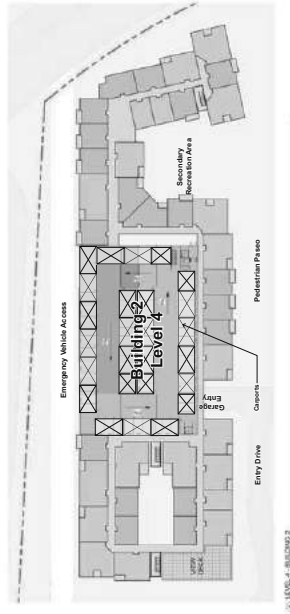
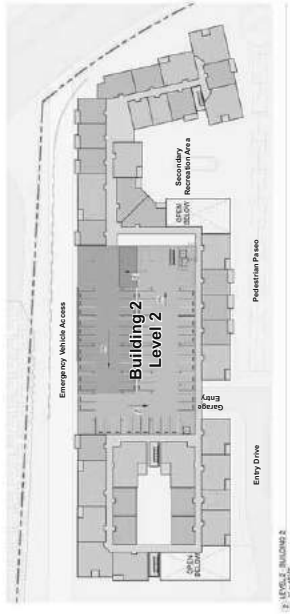
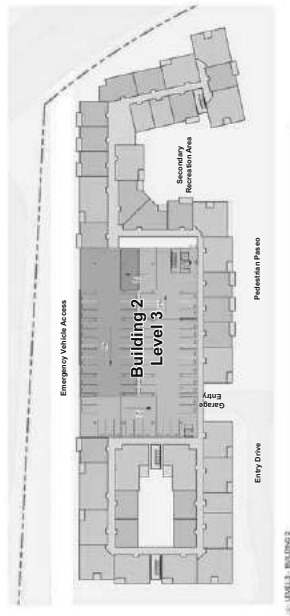
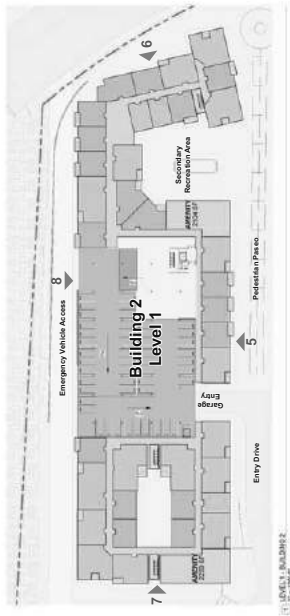
GPA-62387, ZON-62392 and SDR-62393

PP 1402226
NOVEMBER 24, 2015

A-6

CLV191040
00478

2699



COMPOSITE FLOOR PLANS - BUILDING 2

MVE
SEVENTY
ACRES
LLC
PARTNERS

Rampart & Alta Condominiums
LAS VEGAS, NEVADA

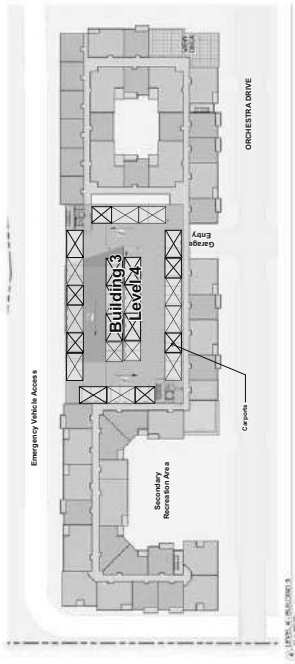
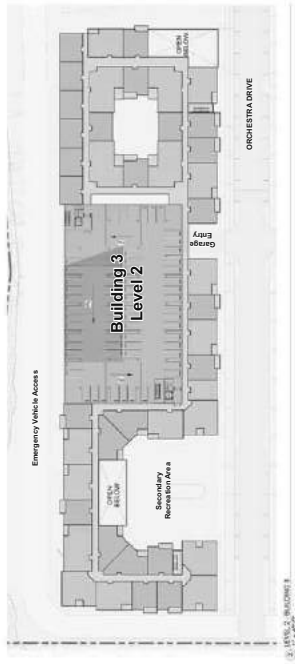
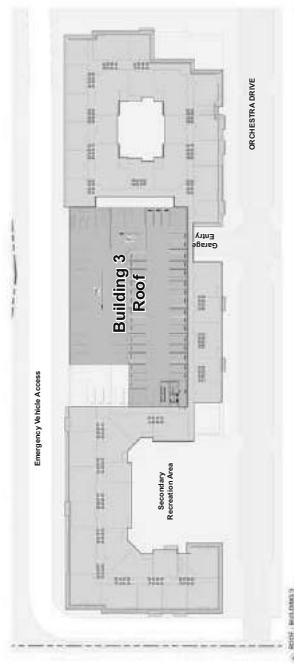
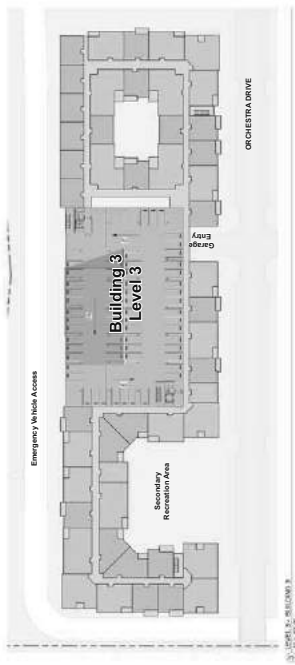
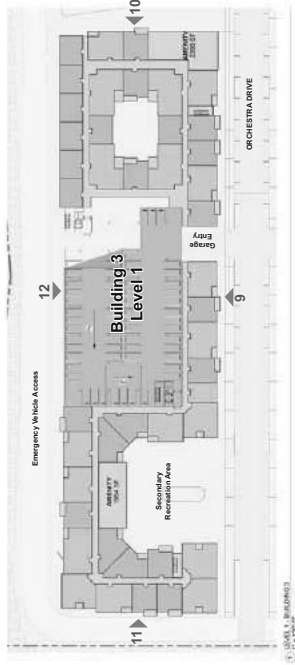
GPA-62387, ZON-62392 and SDR-62393

PRJ-62226
NOVEMBER 24, 2015

A-9

CLV191041
00479

2700



COMPOSITE FLOOR PLANS - BUILDING 3

MVE
SEVENTY
ACRES
LLC

Rampart & Alta Condominiums
LAS VEGAS, NEVADA

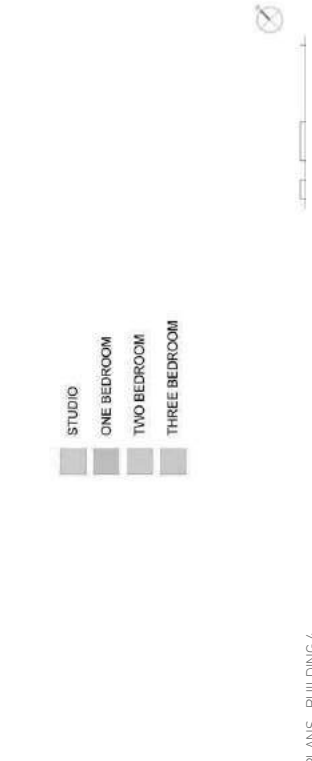
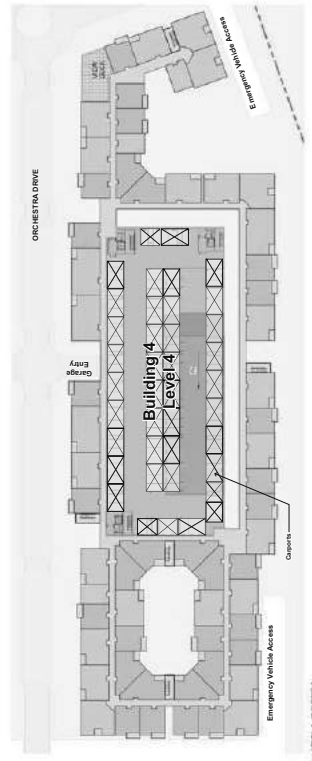
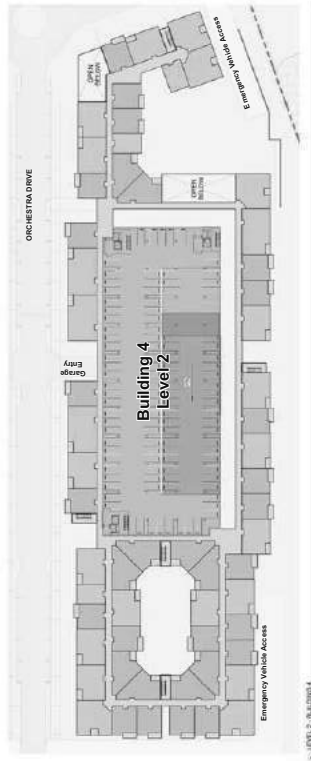
GPA-62387, ZON-62392 and SDR-62393

PDJ 62226
NOVEMBER 24, 2015

A-10

CLV191042
00480

2701



- STUDIO
- ONE BEDROOM
- TWO BEDROOM
- THREE BEDROOM



COMPOSITE FLOOR PLANS - BUILDING 4

PRJ-62226
NOVEMBER 24, 2015

MVE
SEVENTY
ACRES
LLC
+ PARTNER

Rampart & Alta Condominiums
LAS VEGAS, NEVADA

GPA-62387, ZON-62392 and SDR-62393

A-11

CLV191043
00481

2702



TYPICAL UNIT PLANS



SEVENTY
ACRES
LLC

Rampart & Alta Condominiums
LAS VEGAS, NEVADA

PRJ-62226
NOVEMBER 24, 2015

A-12

GPA-62387, ZON-62392 and SDR-62393

CLV191044
00482

2703

School Development Tracking Form

<http://ccsd.net/departments/real-property>

Date Filed 12/28/2015 Application Number PRJ 62226 Entity LV

Company Name Seventy Acres, LLC

Contact Name _____

Contact Mailing Address _____

City _____ State _____ Zip Code _____

Phone _____ Mobile _____ Fax _____ Email _____

Project Name Orchestra Village

Project Description Rampart & Charleston

APN's 138-32-301-005, 006

Student Yield	Elementary School	Middle School	High School
Single-Family Units (1)	x 0.196 = 0	x 0.101 = 0	x 0.137 = 0
Multi-Family Units (2) 720	x 0.140 = 97	x 0.058 = 40	x 0.064 = 45
Resort Condo Units (3)			
Total	97	40	45

(1) Single Family unit is defined as single family detached home, mobile home, and town homes.

(2) Multi-Family unit is defined as apartment, multiplexes, and condominiums.

(3) Resort Condominium units for tracking purposes only.

* To be completed by CCSD

Schools Serving the Area*					
Name	Address	Grade	Capacity	Enrollment	Site Date
Bonner ES	765 Crestdale Lane	K-5	584	856	12/01/15
Rogich MS	235 N. Pavilion Center Dr	6-8	1664	1772	12/01/15
Palo Verde HS	333 S. Pavilion Center Dr	9-12	2944	3076	12/01/15

* CCSD Comments Bonner Es, Rogich MS and Palo Verde HS are over capacity for the 2015-16 school year. Bonner ES is at 151.03% Enrollment plus State Excluded Enrollment Percent of Program Capacity. Rogich MS is at 106.58% Enrollment plus State Excluded Enrollment Percent of Program Capacity. Palo Verde is at 104.59% Enrollment plus State Excluded Enrollment Percent of Program Capacity.

☐ Approved ☐ Disapproved

GPA-62387, ZON-62392 and SDR-62393

CLV191045
00483

2704

EXHIBIT DD

EXHIBIT DD

Scott D Widney

CITY COUNCIL MEETING OF
FEBRUARY 15, 2017
VERBATIM TRANSCRIPT – ITEMS 100-102

1 ITEM 100 - GPA-62387 - ABEYANCE ITEM - GENERAL PLAN AMENDMENT -
2 PUBLIC HEARING - APPLICANT/OWNER: SEVENTY ACRES, LLC - For possible
3 action on a request for a General Plan Amendment FROM: PR-OS
4 (PARKS/RECREATION/OPEN SPACE) TO: H (HIGH DENSITY RESIDENTIAL) on
5 17.49 acres at the southwest corner of Alta Drive and Rampart Boulevard (APN 138-32-
6 301-005), Ward 2 (Beers) [PRJ-62226].

7 ITEM 101 - ZON-62392 - ABEYANCE ITEM - REZONING RELATED TO GPA-62387 -
8 PUBLIC HEARING - APPLICANT/OWNER: SEVENTY ACRES, LLC - For possible
9 action on a request for a Rezoning FROM: R-PD7 (RESIDENTIAL PLANNED
10 DEVELOPMENT - 7 UNITS PER ACRE) TO: R-4 (HIGH DENSITY RESIDENTIAL) on
11 17.49 acres at the southwest corner of Alta Drive and Rampart Boulevard (APN 138-32-
12 301-005), Ward 2 (Beers) [PRJ-62226].

13 ITEM 102 - SDR-62393 - ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW
14 RELATED TO GPA-62387 AND ZON-62392 - PUBLIC HEARING -
15 APPLICANT/OWNER: SEVENTY ACRES, LLC - For possible action on a request for a
16 Site Development Plan Review FOR A PROPOSED 720-UNIT MULTI-FAMILY
17 RESIDENTIAL (CONDOMINIUM) DEVELOPMENT CONSISTING OF FOUR, FOUR-
18 STORY BUILDINGS on 17.49 acres at the southwest corner of Alta Drive and Rampart
19 Boulevard (APN 138-32-301-005), R-PD7 (Residential Planned Development - 7 Units per
20 Acre) Zone [PROPOSED: R-4 (High Density Residential)], Ward 2 (Beers) [PRJ-62226].

21

22 Appearance List:

23 CAROLYN GOODMAN, Mayor

24 CHRIS KAEMPFER, Attorney for the Applicant

25 BRAD JERBIC, City Attorney

26 STEPHANIE ALLEN, Attorney for the Applicant

27 LOIS TARKANIAN, Councilwoman

28 TOM PERRIGO, Director of Planning

**CITY COUNCIL MEETING OF
FEBRUARY 15, 2017
VERBATIM TRANSCRIPT – ITEMS 100-102**

111 **CHRIS KAEMPFER**

112 Thank you very much, Mr. Jerbic. I'm sure I do not have to remind you that , okay. I'll slow down
113 a little bit. Okay.

114

115 **MAYOR GOODMAN**

116 Well, sometimes speed helpful.

117

118 **CHRIS KAEMPFER**

119 But I appreciate that very much, and I will be as quick as I can and Stephanie, actually, is just
120 supplementing some of the comments I'm making. So we'll be brief.

121 I'm sure I do not have to remind you that the last time we met on this exact same item, we had a
122 seven-hour hearing, something that we are not going to duplicate tonight, I trust, after which, at
123 the request of Your Honor, the item was continued for further discussions to be held between
124 Mr. Frank Pankratz and Ms. Shauna Hughes.

125 The purpose of those discussions were to hopefully reach some kind of universal resolution to
126 this issue. Those discussions have occurred, and they are continuing to take place, but no such
127 resolution has yet happened. That does not mean that with regard to the project before you today
128 that we have not been honoring the admonition of Your Honor to work in good faith, and I can
129 honestly say that we have.

130 And it certainly does not mean that we have not been listening to the dictates of Councilman
131 Beers or the legal opinion of Mr. Jerbic or the opinions and recommendations of Mr. Perrigo and
132 Mr. Lowenstein. My grandfather used to tell me, in German, of course, right after he would hit
133 me in the back of the head, that you don't have to hit a good mule twice. And we would hope
134 that, in that same spirit of understanding and cooperation, we have listened to Councilman Beers,
135 who has told us unequivocally that we have to significantly reduce the density of our previously
136 proposed project.

137 In that same vein, we've also listened to Mr. Jerbic, Mr. Perrigo, and Mr. Lowenstein, who
138 emphasized to us and to the neighbors and to anyone who took time or interest to listen that the
139 importance of compatible and comparable zoning. We have also listened to our immediate

**CITY COUNCIL MEETING OF
FEBRUARY 15, 2017
VERBATIM TRANSCRIPT – ITEMS 100-102**

140 neighbors, who have expressed concerns about traffic, height, density, schools, and for rent as
141 opposed to for sale condominiums.
142 And as a consequence, Your Honor and members of the Council, and especially Councilman
143 Beers and Mr. Jerbic, as a result of that, all of that listening, we are advising you today that, as
144 required by Councilman Beers, we are hereby reducing the number of units in this project from
145 the 720, for which we applied and for which Planning Commission granted approval, to 435.
146 That is a reduction of nearly 300 units from the project we originally proposed.
147 In addition and to address both the concerns raised by Councilman Beers and by our neighbors,
148 especially and more importantly the neighbors in the Towers, who are the only ones immediately
149 adjacent to this project, we have changed this project to a for sale condominium development
150 and not a for rent development.
151 So it went from 720 units to 435 and from for rent to for sale. And those are requirements that
152 were imposed on us, I'd like to say that we accepted those graciously, but they were requirements
153 that were imposed on us by Councilman Beers.
154 Now, to address the comments made by Mr. Jerbic, Mr. Perrigo, and Mr. Lowenstein throughout
155 this entire Queensridge zoning process, the reduction to 435 units means that the density of our
156 project will be 24.9 units per acre, and that density will match precisely and exactly the density
157 of the Queensridge Towers, which is our immediate neighbor to the west, as you can see and
158 Stephanie can explain. Why don't you explain what those numbers are?

159

160 **STEPHANIE ALLEN**

161 Sure. If we can have the overhead, please, that would be great. There we go. This exhibit shows
162 the density of One Queensridge Place, Phase I and Phase II. The original Phase I density was
163 24.4 units per acre. Phase II was 25.5 units per acre, which equates to an overall density of 24.9
164 units to acre, which is exactly what we're requesting today with the reduction.

165

166 **CHRIS KAEMPFER**

167 The size of the acreage involved here is 17.49 acres. When you take that times 24.9, it reaches
168 the 435. Why is that important? Because it achieves the exact compatibility and comparability

**CITY COUNCIL MEETING OF
FEBRUARY 15, 2017
VERBATIM TRANSCRIPT – ITEMS 100-102**

312 If somebody were to come to you and say, I have a project that matches exactly the density of the
313 existing project right next to it. I have a project that your Staff is recommending approval on, that
314 your Planning Commission recommended approval on, that your traffic study has approved,
315 that's lower in height than the parcel next to it, and it's closer to main street, if anybody stood up
316 and said, I object to it, you'd say, why? It meets all the requirements of a project that needs to be
317 approved.

318 And we would respectfully ask that this project stand on its own merits and be approved that
319 way. Thank you very much.

320

321 **MAYOR GOODMAN**

322 Thank you.

323

324 **STEPHANIE ALLEN**

325 Thank you.

326

327 **BRAD JERBIC**

328 Mr. Kaempfer, before you walk away -

329

330 **MAYOR GOODMAN**

331 Thank you. Excuse me.

332

333 **BRAD JERBIC**

334 - I don't know if I've taken this out of sequence or not, and if you'd rather address it later, just let
335 me know, but in doing so and reducing your unit count from 720 to 435, are you amending your
336 applications under 100 from high density as a GPA to medium, and are you amending your
337 application under 101 from R-PD4 to R-PD3? Or would you rather address that later?

338

339 **CHRIS KAEMPFER**

340 I'll address it whenever you want to address it.

**CITY COUNCIL MEETING OF
FEBRUARY 15, 2017
VERBATIM TRANSCRIPT – ITEMS 100-102**

341 **BRAD JERBIC**

342 If they're going to be amended, I think there's some value in the individuals who are about to
343 speak in knowing what it is they're speaking about. So if there is an intention to amend those
344 applications, I think this would be a better time to do it.

345

346 **CHRIS KAEMPFER**

347 Absolutely. R-3, by going to R-3, it guarantees that there can be no higher density, obviously,
348 than the 25 units, 24.9, whatever it is. With regard to the high, the only concern we have about
349 the reduction of the high is if we do reach some kind of global settlement, we don't want the
350 argument to be made that, well, you have medium on Rampart, so off of Rampart, even though
351 we'd like to help you out, we can't let you have higher density on the center of that 70 acres. So if
352 that's not really a concern, then we would agree to go the M and the R-3.

353

354 **BRAD JERBIC**

355 Let me see, Mayor, if I can make a record on that, because without going into details of
356 confidential discussions that we're having right now, we have not obviously reached a new
357 development agreement and densities have not been agreed to. And this particular piece may
358 well change as we wade into that discussion.

359 It may become more desirable for higher density, in which case I'll make a record that the
360 applicants can certainly come back later, if that is the case, as part of a global agreement and ask
361 for higher density. They can also come back, as part of a global agreement, and ask for high
362 density next to this medium density, but those are all things that are very premature right now.
363 But I will make a record that your amendment today would not preclude you from doing either
364 of those things in the future, subject, of course, to Council discretion.

365

366 **CHRIS KAEMPFER**

367 Your Honor, Councilman Beers, if that's something that you feel is important, all of the members
368 of the Council, obviously, but especially you as the Mayor here and Councilman Beers as your
369 ward and based on what Mr. Jerbic's representations are, I would accept that with the

**CITY COUNCIL MEETING OF
FEBRUARY 15, 2017
VERBATIM TRANSCRIPT – ITEMS 100-102**

370 understanding that hopefully that's received by neighbors in the good faith that it's being offered
371 by us. So it would be medium and R-3 with the understandings, as Mr. Jerbic has just explained
372 it, that if part of the global discussions that can be modified there or would be modified if it was
373 in the best interests of the neighbors to modify it there. Otherwise, if that didn't occur, then it
374 would stay exactly as you're representing R-3 and M.

375

376 **BRAD JERBIC**

377 If I can go further then. So, for the purposes of everybody participating in today's discussion,
378 you'll be commenting on amended applications 100 from H to M and application or Item 101
379 from R-4 to R-3.

380 Second, the exhibits that you had said the 720. I know you didn't have time to correct them, but
381 the 720 is really the 435 now. Is that correct?

382

383 **STEPHANIE ALLEN**

384 Correct.

385

386 **BRAD JERBIC**

387 And I can also state for the record that your exterior elevations that have been part of the website
388 and other things for the last several months have not changed. Is this the number of units on the
389 inside of that very same building that have been reduced from 720 to 435?

390

391 **STEPHANIE ALLEN**

392 Correct.

393

394 **BRAD JERBIC**

395 Very good.

396

397 **CHRIS KAEMPFER**

398 That is absolutely correct.

**CITY COUNCIL MEETING OF
FEBRUARY 15, 2017
VERBATIM TRANSCRIPT – ITEMS 100-102**

399 **BRAD JERBIC**

400 I hope that's clear for everybody in the audience who's listening so that you don't — if you
401 wonder why at the very end there's a vote on an SDR and there isn't a new SDR, it's because the
402 building on the exterior is the same, it's merely the unit count on the inside that isn't. It's 435, not
403 720. And if that's clear enough for everybody, Your Honor, I'll turn it back over to you to finish
404 the public hearing.

405

406 **CHRIS KAEMPFER**

407 And Your Honor, if I may just follow up, and that means we don't have to come back if we're
408 changing the interior of the building. We can do that administratively, I assume, with your
409 Planning Staff as opposed to come back to a new hearing that shows 435 units instead of 720.

410

411 **MAYOR GOODMAN**

412 You're speaking interior?

413

414 **TOM PERRIGO**

415 Your Honor, yes. That's correct. As long as we're only talking about a revised floor plan and
416 nothing to do with the elevations or the layout of the building, the landscaping, any of that stuff,
417 yeah, that can be just an administrative review of change of the floor plan.

418

419 **MAYOR GOODMAN**

420 Thank you very much.

421

422 **CHRIS KAEMPFER**

423 Thank you, Your Honor. That concludes our presentation.

424

425 **STEPHANIE ALLEN**

426 Just one further comment.

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3466 **COUNCILMAN BEERS**

3467 Okay. So, with that, I'm going to move for on Item 100, the General Plan Amendment approval,
3468 with the amendment that we would instead of changing it from, to high density, we'd change it to
3469 medium, M, density.

3470

3471 **MAYOR GOODMAN**

3472 - Councilman Barlow, did you hear that?

3473

3474 **COUNCILMAN BARLOW**

3475 I did.

3476

3477 **COUNCILMAN BEERS**

3478 Any other Staff conditions? Any other Staff Conditions that would go on that?

3479

3480 **MAYOR GOODMAN**

3481 Okay.

3482

3483 **TOM PERRIGO**

3484 No.

3485

3486 **MAYOR GOODMAN**

3487 Okay. So you are? Would you repeat your motion?

3488

3489 **COUNCILMAN BEERS**

3490 **Approval of Agenda Item 100, with a change from the requested high density residential**
3491 **designation to a medium density residential designation, actually just a medium density**
3492 **designation.**

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3493 **MAYOR GOODMAN**

3494 Okay. There is a motion to approve with the amendment mentioned by Councilman Beers. How
3495 say you, Councilman Barlow?

3496

3497 **COUNCILMAN BARLOW**

3498 Yes.

3499

3500 **MAYOR GOODMAN**

3501 Yes. Okay. Will you please post? And we have Councilman Coffin and Councilwoman to still
3502 vote, please.

3503 And the motion carries. **(The motion carried with Coffin, Tarkanian and Anthony voting**
3504 **No.)** And on Agenda Item 101?

3505

3506 **COUNCILMAN BEERS**

3507 **I would move approval of 101, with the change that instead of the requested R-4, it be**
3508 **dropped down to R-3.**

3509

3510 **MAYOR GOODMAN**

3511 And that is your motion?

3512

3513 **COUNCILMAN BEERS**

3514 Are there any other conditions on 101, Staff?

3515

3516 **TOM PERRIGO**

3517 No.

3518

3519 **MAYOR GOODMAN**

3520 Okay.

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3521 **COUNCILMAN BEERS**

3522 That would be where we would, would that not be also? Okay. Yes, ma'am.

3523

3524 **MAYOR GOODMAN**

3525 Okay. That is your motion. Please vote. And Councilman Barlow, how say you?

3526

3527 **COUNCILMAN BARLOW**

3528 Yes.

3529

3530 **MAYOR GOODMAN**

3531 And please post. And that motion carries. **(The motion carried with Coffin, Tarkanian and**

3532 **Anthony voting No.)** And Agenda Item 102?

3533

3534 **COUNCILMAN BEERS**

3535 And I guess I would add to the chorus, it's now six of us have made this comment, but I believe

3536 that Councilman Ross shares it. We would like all parties involved here to go back to the

3537 development agreement that was posted with the November agenda and mark it up, print it out,

3538 go home, mark it up.

3539 If you don't like something, put a red circle around it. If you want to change numbers, change

3540 numbers, but we need to have meetings where those marked-up development agreements are

3541 brought back so that we have concrete starting points for our discussions and hopefully get to the

3542 end of this process.

3543 So with that, **Your Honor, on Item 102, I would move for approval, but we do have a couple**

3544 **of additional -**

3545

3546 **MAYOR PRO TEM ROSS**

3547 Councilman, just for the record, I affirm what you just said about that.

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3548 **COUNCILMAN BEERS**

3549 - thank you.

3550

3551 **MAYOR GOODMAN**

3552 Thank you.

3553

3554 **COUNCILMAN BEERS**

3555 The additional conditions on Number 102 would be the reduction to the number of units at 435,
3556 that the developer has agreed to, changes in floor plan are subject only to administrative review
3557 and will not come back here.

3558

3559 **TOM PERRIGO**

3560 Through you, Mayor, Councilman, we'd like to take a stab at those two conditions, then, if you
3561 please.

3562

3563 **COUNCILMAN BEERS**

3564 I've got one more.

3565

3566 **TOM PERRIGO**

3567 Oh, sorry.

3568

3569 **COUNCILMAN BEERS**

3570 Which is the Suncoast language that I think was submitted to you. I don't have the exact
3571 language, but in concept, if the traffic flow in or out of what we're doing here tonight accesses
3572 Alta, then a new traffic study needs to be conducted and it needs to be approved by the Council.

3573

3574 **MAYOR GOODMAN**

3575 Okay. That's your motion? Anything more there?

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3576 **COUNCILMAN BEERS**

3577 Well, let's get Planning to correct my verbiage.

3578

3579 **PETER LOWENSTEIN**

3580 Madame Mayor, the first one would be the maximum number of 435 units shall be allowed.

3581 The second one would be revised floor plans depicting a maximum of 435 units shall be

3582 submitted to the Department of Planning prior to or at the same time as application is

3583 made for building permits.

3584

3585 **MAYOR GOODMAN**

3586 And the condition about this traffic study?

3587

3588 **PETER LOWENSTEIN**

3589 I'll leave that one as it stands.

3590

3591 **MAYOR GOODMAN**

3592 Okay.

3593

3594 **STEPHANIE ALLEN**

3595 Your Honor, just briefly a clarification. Did we want to limit it to for sale product as opposed to

3596 for rent?

3597

3598 **MAYOR GOODMAN**

3599 Oh, right. Yes.

3600

3601 **COUNCILMAN BEERS**

3602 Yes. There's another condition.

3603

3604 **MAYOR GOODMAN**

3605 No rental. For sale project.

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ROR017355
CLV017355
00495

2717

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3606 **COUNCILMAN BEERS**

3607 The product will be for sale.

3608

3609 **MAYOR GOODMAN**

3610 Okay. You heard that, Councilman Barlow? That, that was the other piece, that they are not rental
3611 apartment units; they are condos, sale, sale.

3612

3613 **COUNCILMAN BARLOW**

3614 Yes, ma'am.

3615

3616 **MAYOR GOODMAN**

3617 Okay. Is that your motion?

3618

3619 **CHRIS KAEMPFER**

3620 Your Honor?

3621

3622 **COUNCILMAN BEERS**

3623 That's my motion, Your Honor.

3624

3625 **CHRIS KAEMPFER**

3626 **Your Honor, just to be clear for the Suncoast, they wanted to make sure that that traffic**
3627 **study would be part of any kind of public hearing so they would have input. I just wanted**
3628 **to make sure that was the case.**

3629

3630 **MAYOR GOODMAN**

3631 Okay. So there's a motion on Agenda Item 102, subject to the conditions that were put on. And
3632 how say you, Councilman Barlow?

3633

3634 **COUNCILMAN BARLOW**

3635 Yes.

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ROR017356
CLV017356
00496

2718

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3636 **MAYOR GOODMAN**

3637 Thank you. And will you please post? (**Motion carried with Coffin, Tarkanian and Anthony**
3638 **voting No.**) And the motion carries. So there's a lot ahead. And thank you. Thank you all for
3639 coming. We feel, as you've said -

3640

3641 **COUNCILWOMAN TARKANIAN**

3642 Oh, wait, Madame Mayor?

3643

3644 **MAYOR GOODMAN**

3645 - Yes?

3646

3647 **COUNCILWOMAN TARKANIAN**

3648 Before we finish -

3649

3650 **MAYOR GOODMAN**

3651 We're not through. We have to stay.

3652

3653 **COUNCILWOMAN TARKANIAN**

3654 - no, no, I mean, on this, what we're voting on. We had a lot of good material that came from
3655 Attorney Jimmerson, and we're going to get a copy of that. Could we have the materials that
3656 were referred to by the opposition? Could we each have a copy of that too, you brave people?

3657

3658 **MAYOR GOODMAN**

3659 We can get it from our City Clerk's Office.

3660

3661 **COUNCILWOMAN TARKANIAN**

3662 City Clerk has it. So would you give one to each of us please, of what was given to you by the
3663 other? Thank you.

EXHIBIT EE

EXHIBIT EE

Steven D. Grierson

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Attorneys for Plaintiffs

DISTRICT COURT

CLARK COUNTY, NEVADA

JACK B. BINION, an individual; DUNCAN R. and IRENE LEE, individuals and Trustees of the LEE FAMILY TRUST; FRANK A. SCHRECK, an individual; TURNER INVESTMENTS, LTD., a Nevada Limited Liability Company; ROGER P. and CAROLYN G. WAGNER, individuals and Trustees of the WAGNER FAMILY TRUST; BETTY ENGLESTAD AS TRUSTEE OF THE BETTY ENGLESTAD TRUST; PYRAMID LAKE HOLDINGS, LLC.; JASON AND SHEREEN AWAD AS TRUSTEES OF THE AWAD ASSET PROTECTION TRUST; THOMAS LOVE AS TRUSTEE OF THE ZENA TRUST; STEVE AND KAREN THOMAS AS TRUSTEES OF THE STEVE AND KAREN THOMAS TRUST; SUSAN SULLIVAN AS TRUSTEE OF THE KENNETH J. SULLIVAN FAMILY TRUST, AND DR. GREGORY BIGLOR AND SALLY BIGLER,

Plaintiffs,

v.

THE CITY OF LAS VEGAS; and SEVENTY ACRES, LLC, a Nevada Limited Liability Company,

Defendants.

Case No.: A-17-752344-J

Dept. No.: XXIV

ORDER GRANTING PLAINTIFFS' PETITION FOR JUDICIAL REVIEW

<input type="checkbox"/> Voluntary Dismissal	<input checked="" type="checkbox"/> Summary Judgment
<input type="checkbox"/> Involuntary Dismissal	<input type="checkbox"/> Stipulated Judgment
<input type="checkbox"/> Stipulated Dismissal	<input type="checkbox"/> Default Judgment
<input type="checkbox"/> Motion to Dismiss by Deft(s)	<input type="checkbox"/> Judgment of Arbitration

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On January 11, 2018, Plaintiffs¹ Petition for Judicial Review came before the Court for a hearing. Todd L. Bice, Esq. and Dustin H. Holmes, Esq. of the law firm PISANELLI BICE PLLC appeared on behalf of Plaintiffs, Christopher Kaempfer, Esq., James Smyth, Esq., Stephanie Allen, Esq. appeared on behalf of Defendant Seventy Acres, LLC ("Seventy Acres"), and Philip T. Byrnes, Esq., with the LAS VEGAS CITY ATTORNEY'S OFFICE appeared on behalf of the Defendant City of Las Vegas ("City"). The Court, having reviewed Plaintiffs' Memorandum in Support of the Petition for Judicial Review, the City's Answering Brief, Seventy Acres' Opposition Brief, Plaintiffs' Reply Brief, the Record for Review, and considered the matter and being fully advised, and good cause appearing makes the following findings of fact and conclusions of law:

FINDINGS OF FACT AND CONCLUSIONS OF LAW²

A. FINDINGS OF FACT

1. Plaintiffs challenge the City's actions and the final decision entered on February 16, 2017 regarding the approval of Seventy Acres' applications GPA-62387 for a General Plan Amendment from parks/recreation/open space (PR-OS) to medium density (M), ZON-62392 for rezoning from residential planned development - 7 units per acre (R-PD7) to medium density residential (R-3), and SDR-62393 site development plan related to GPA-62387 and ZON-62392 (collectively the "Applications") on 17.49 acres at the southwest corner of Alta Drive and

¹ Jack B. Binion, Duncan R. and Irene Lee, individuals and trustees of the Lee Family Trust, Frank A. Schreck, Turner Investments, LTD, Rover P. and Carolyn G. Wagner, individuals and trustees of the Wagner Family Trust, Betty Englestad as trustee of the Betty Englestad Trust, Pyramid Lake Holdings, LLC, Jason and Shereen Awad as trustees of the Awad Asset Protection Trust, Thomas Love as trustee of the Zena Trust, Steve and Karen Thomas as trustees of the Steve and Karen Thomas Trust, Susan Sullivan as trustee of the Kenneth J. Sullivan Family Trust, and Dr. Gregory Bigler and Sally Bigler

² Any findings of fact which are more properly considered conclusions of law shall be treated as such, and any conclusions of law which are more properly considered findings of fact shall be treated as such.

1 Rampart Boulevard, more particularly described as Assessor's Parcel Number 138-32-301-005
2 (the "Property").³

3 2. The Property at issue in the Applications is a portion of land which was previously
4 known as Badlands Golf Course and is part of the Peccole Ranch Master Plan.

5 3. In 1986, the William Peccole Family presented their initial Master Planned
6 Development under the name Venetian Foothills to the City ("Peccole Ranch"). ROR002620-
7 2639.

8 4. The original Master Plan contemplated two 18-hole golf courses, which would
9 become known as Canyon Gate in Phase I of Peccole Ranch and Badlands in Phase II of Peccole
10 Ranch. Both golf courses were designed to be in a major flood zone and were designated as flood
11 drainage and open space. ROR002634. The City mandated these designations so as to address the
12 natural flood problem and the open space necessary for master plan development. ROR002595—
13 2604.

14 5. The William Peccole Family developed the area from W. Sahara north to W.
15 Charleston Blvd. within the boundaries of Hualapai Way on the west and Durango Dr. on the east
16 ("Phase I"). In 1989, the Peccole family submitted what was known as the Peccole Ranch Master
17 Plan, which was principally focused on what was then commonly known as Phase I.

18 6. In 1990 the William Peccole Family presented their Phase II Master Plan under the
19 name Peccole Ranch Master Plan Phase II (the "Phase II Master Plan") and it encompassed the
20 land located from W Charleston Blvd. north to Alta Dr. west to Hualapai Way and east to
21 Durango Dr. ("Phase II"). Queensridge was included as part of this plan and covered W.
22

23
24 ³ The Applications as originally submitted were for a General Plan Amendment from
25 parks/recreation/open space (PR-OS) to high density residential (II), for rezoning from residential
26 planned development – 7 units per acre (R-PD7) to high density residential (R-4). At the February
27 15, 2017 City Council meeting, Seventy Acres indicated that it was amending its Applications
28 from 720 units on the Property to 435 units. The corresponding effect was an amendment to its
General Plan Amendment from PR-OS to medium density (M) and rezoning from R-PD7 to
medium density residential (R-3).

1 Charleston Blvd. north to Alta Dr., west to Hualapai Way and east to Rampart Blvd. ROR002641-
2 2670.

3 7. Phase II of the Peccole Ranch Master Plan was approved by the City Council of
4 the City of Las Vegas on April 4, 1990 in Case No. Z-17-90. ROR007612, ROR007702-7704.
5 The Phase II Master Plan specifically defined the Badlands 18 hole Golf Course as flood
6 drainage/golf course in addition to satisfying the required open space necessitated by the City for
7 Master Planned Development. ROR002658-2660.

8 8. The Phase II golf course open space designation was for 211.6 acres and
9 specifically was presented as zero net density and zero net units. (ROR002666). The William
10 Peccole Family knew that residential development would not be feasible in the flood zone, but as
11 a golf course could be used to enhance the value of the surrounding residential lots. As the Master
12 Plan for Phase II submitted to the City outlines:

13 A focal point of Peccole Ranch Phase Two is the 199.8 acre golf
14 course and open space drainage way system which traverses the site
15 along the natural wash system. All residential parcels within Phase
16 Two, except one, have exposure to the golf course and open space
17 areas . . . The close proximity to Angel Park along with the
18 extensive golf course and open space network were determining
19 factors in the decision not to integrate a public park in the proposed
20 Plan."
21 ROR002658-2660.

22 9. The Phase II Master Plan amplifies that it is a planned development, incorporating
23 a multitude of permitted land uses as well as special emphasis the open space and:

24 Incorporates office, neighborhood commercial, a nursing home, and
25 a mixed-use village center around a strong residential base in a
26 cohesive manner. A destination resort-casino, commercial/office
27 and commercial center have been proposed in the most northern
28 portion of the project area. Special attention has been given to the
29 compatibility of neighboring uses for smooth transitioning,
30 circulation patterns, convenience and aesthetics. An extensive 253
31 acre golf course and linear open space system winding throughout
32 the community provides a positive focal point while creating a
33 mechanism to handle drainage flows.
34 ROR00264-2669.

35 10. As the Plan for Phase II outlined, there would be up to 2,807 single-family
36 residential units on 401 acres, 1,440 multi-family units on 60 acres and open space/golf

1 course/drainage on approximately 211 acres. ROR002666-2667. For the single-family units
2 which would border the proposed golf course/open space, the zoning sought was for R-PD7,
3 which equates to a maximum of seven (7) single-family units per acre on average. ROR002666-
4 2667. Such a zoning approval for a planned development like Peccole Ranch Phase II and its
5 proposed golf course/open space/drainage is common as confirmed by the City's own code at the
6 time because R-PD zoning category was specifically designed to encourage and facilitate the
7 extensive use of open space within a planned development, such as that being proposed by the
8 Peccole Family. ROR02716-2717.

9 11. Both the Planning Commission and the City Council approved this 1990
10 Amendment for the Phase II Plan (the "Plan"). ROR007612, ROR007702-7704.

11 12. The City confirmed the Phase II Plan in subsequent amendments and re-adoption
12 of its own General Plan, both in 1992 and again in 1999. ROR002735-2736.

13 13. On the maps of the City's General Plan, the land for the golf course/open
14 space/drainage is expressly designated as PR-OS, meaning Parks/Recreation/Open Space.
15 ROR002735-2736. There are no residential units permitted in an area designated as PR-OS.

16 14. The City's 2020 Master Plan specifically lists Peccole Ranch as a Master
17 Development Plan in the Southwest Sector.

18 15. In early 2015, the land was acquired by a developer and as a representative of the
19 developer, Yohan Lowie, would testify at the November 16, 2016 City Council meeting that
20 before purchasing the property he had conversations with the City Council members from which
21 he inferred that he would be able to secure approvals to redevelop the golf course/open space of
22 this master planned community with housing units. ROR001327-1328; ROR007364-7365. The
23 purchaser elected to take on the risk of acquiring the property and did not provide for typical
24 contingencies, such as a condition of land use approvals prior to closing.

25 16. Instead, it was after acquiring the land that one of the developer's entities, Seventy
26 Acres, filed the Applications with the City in November 2015.

27 17. When the Applications were initially submitted they were set to be heard in front
28 of the City's Planning Commission on January 12, 2016. ROR017362-17377. The Staff Report

1 prepared in advance of this meeting states that the City's Planning Department had no
2 recommendation at the time because the City's code required an application for a major
3 modification of the Peccole Ranch Master Plan prior to the approval of the Applications.
4 ROR017365. Specifically, the Staff Report states:

5 The site is part of the Peccole Ranch Master Plan. The appropriate
6 avenue for considering any amendment to the Peccole Ranch
7 Master Plan is through the Major Modification process as outline in
8 Title 19.10.040. As this request has not been submitted, staff
recommends that the [Applications] be held in abeyance has no
recommendation on these items at the time.
(*Id.*)

9 18. Indeed, a critical issue noted by the City pertaining to the Applications was that
10 "[t]he proposed development requires a Major Modification of the Peccole Ranch Master Plan,
11 specifically the Phase Two area as established by Z-0017-90. As such, staff is recommending that
12 these items be held in abeyance." (*Id.*)

13 19. Following staff's recommendation, the Applications were held over to the March 8,
14 2016 Planning Commission meeting.

15 20. Again, the Staff Report prepared in advance of the meeting states, "[t]he site is part
16 of the Peccole Ranch Master Plan. The appropriate avenue for considering any amendment to the
17 Peccole Ranch Master Plan is through the Major Modification process as outline in Title
18 19.10.040." ROR017445-17538. As no Major Modification had been submitted the City's staff
19 had no recommendation on the Applications at the time. *Id.*

20 21. As a result, the Applications were held over to the April 12, 2016 Planning
21 Commission meeting.

22 22. Consistent with the City's requirements, the developer subsequently filed an
23 application MOD-63600 for a Major Modification of the Peccole Ranch Master Plan to amend the
24 number of allowable units, to change the land use designation of parcel, and to provide standards
25 for redevelopment.

26 23. As the Staff Report prepared in advance of an April 12, 2016 Planning
27 Commission meeting states, "[p]ursuant to 19.10.040, a request has been submitted for a
28 modification to the Peccole Ranch Master Plan to authorize removal of the golf course, change

1 the designated land uses on those parcels to single family and multi-family residential and allow
2 for additional residential units." ROR017550-17566.

3 24. The Staff Report goes on to state that "[i]t is the determination of the Department
4 of Planning that any proposed development not in conformance with the approved Peccole Ranch
5 Master Plan would be required to pursue a Major Modification of the Plan prior to or concurrently
6 with any new entitlements. *Id.* Such an application (MOD-63600) was filed with the City of Las
7 Vegas on 02/25/16 along with a Development Agreement (DIR-63602) for redevelopment of the
8 golf course parcels." *Id.*

9 25. As the Staff Report indicates, "[a]n additional set of applications were submitted
10 concurrently with the Major Modification that apply to the whole of the 250.92-acre golf course
11 property." These applications were submitted by entities – 180 Land Co LLC and Fore Stars, Ltd-
12 controlled and related to the developer submitting the Applications at issue here. *Id.*

13 26. As with the previous Staff Reports, the Staff emphasized that "[t]he proposed
14 development requires a Major Modification of the Peccole Ranch Master Plan, specifically the
15 Phase Two area as established by Z-0017-90." *Id.* However, the City's Staff was now
16 recommending the Applications be held in abeyance as additional time was needed for "review of
17 the Major Modification and related development agreement." *Id.*

18 27. Over the next several months the Applications were held in abeyance at the request
19 of Seventy Acres and/or the City. Specifically, the Staff Reports prepared in advance of every
20 meeting continuously noted that approval of the Applications was dependent upon an approval of
21 a Major Modification of the Peccole Ranch Master Plan.

22 28. For example, the May 10, 2016 Staff Report provides "[t]he proposed development
23 requires a Major Modification (MOD-6300) of the Peccole Ranch Master Plan, specifically the
24 Phase Two area as established by Z-0017-90." ROR018033-18150. The Staff findings likewise
25 provide the Applications "would result in the modification of the Peccole Ranch Master Plan.
26 Without the approval of a Major Modification to said plan, no finding can be reached at this
27 time." *Id.*

1 29. In the July 12, 2016 Staff Report, staff states "[t]he Peccole Ranch Master Plan
2 must be modified to change the land use designations from Golf Course/Drainage to Multi-Family
3 Residential and Single Family Residential prior to approval of the proposed" Applications.
4 ROR018732-18749. ROR0198882-

5 30. Less than two months later, in an August 9, 2016 Staff Report, the City's Staff
6 reiterated that "[t]he proposed development requires a Major Modification (MOD-6300) of the
7 Peccole Ranch Master Plan, specifically the Phase Two area as established by Z-0017-90."
8 ROR0198882-19895.

9 31. Ultimately, the Applications came before a special Planning Commission meeting
10 on October 18, 2016. ROR000725-870. The Applications were heard along with other
11 applications from the developer, including application for a Major Modification of the Peccole
12 Ranch Master Plan. (MOD-63600).

13 32. The City's Planning Commission denied all other applications, including MOD-
14 63600, except for the Applications at issue in this case by a five-to-two margin. ROR00865-870.
15 In other words, the Planning Commission approved certain applications notwithstanding that it
16 had expressly denied the Major Modification (MOD-63600) that the City's Staff recognized as a
17 required prerequisite to any applications moving forward.

18 33. The Applications, along with all other applications from the developer, were then
19 scheduled to be heard in front of the City Council on November 16, 2016.

20 34. Prior to the City Council Meeting the developer requested that the City permit it to
21 withdraw without prejudice all other applications, including the Major Modification (MOD-
22 63600), leaving the Applications at issue relating to the 720 multifamily residential buildings on
23 17.49 acres located on Alta/Rampart southwest corner. ROR001081-1135.

24 35. But again, the City's Staff Report prepared in advance of the City Council meeting
25 confirmed that one of the conditions for approving these Applications was that there be a Major
26 Modification of the Peccole Ranch Master Plan. ROR002421-2441. As the City's staff explains,
27 the Applications "are dependent on action taken on the Major Modification and the related
28 Development Agreement between the application and the City for the development of the golf

1 course property." ROR002425. This point is reiterated in the report that "[t]he proposed
2 development requires a Major Modification (MOD-63600) of the Peccole Ranch Master Plan."
3 (*Id.*).

4 36. Yet, as the City's Staff Report confirms, the developer had submitted no request
5 for a Major Modification to the 1990 Peccole Ranch Master Development Plan Phase II to
6 authorize modification for the 17.49 acres of golf course/drainage/open space land use to change
7 the designated land uses, and increase in net units, density, and maximum units per acre. Rather,
8 the application for a Major Modification was submitted on February 25, 2016, relating to the
9 entirety of the Badlands Golf Course, along with an application for a development agreement, and
10 the developer had now withdrawn any request for a major modification.

11 37. The City Council voted to hold the matter in abeyance. ROR001342.

12 38. Subsequently, the Applications came back before the City Council on February 15,
13 2017.

14 39. The Staff Report again provided that "[p]ursuant to Title 19.10.040, a request has
15 been submitted for a Modification to the 1990 Peccole Ranch Master Plan to authorize removal of
16 the golf course, change the designated land uses on those parcels to single-family and multi-
17 family residential and allow for additional residential units." The City's Staff maintained that
18 Applications "are dependent on action taken on the Major Modification," and that the "the
19 proposed development requires a Major Modification (MOD-63600) of the Peccole Ranch Master
20 Plan." ROR011240.

21 40. There is no question that the City's own Staff had long recognized that these
22 Applications were dependent upon a Major Modification of the Peccole Ranch Master Plan.

23 41. At the February 15, 2017 City Council meeting, Seventy Acres announced that it
24 was amending its Applications by reducing the units from 720 to 435 units on 17.49 acres located
25 on Alta/Rampart southwest corner. ROR017237-17358. The corresponding effect was an
26 amendment to its application for a general plan amendment PR-OS to medium density,
27 application for rezoning from R-PD7 to medium density residential, and application for SDR-
28 62393 site development plan subject to certain conditions. *Id.*

1 42. Despite no Major Modification as the City had long recognized as required, the
2 City Council by a four-to-three vote proceeded anyway and approved the Applications.

3 43. On or about February 16, 2017, a Notice of Final Action was issued.

4 44. On March 10, 2017, Plaintiffs timely filed this Petition seeking judicial review of
5 the City's decision.

6 **B. CONCLUSIONS OF LAW**

7 1. The City's decision to approve the Applications is reviewed by the district court for
8 abuse of discretion. *Stratosphere Gaming Corp. v. City of Las Vegas*, 120 Nev. 523, 528, 96 P.3d
9 756, 760 (2004). "A decision that lacks support in the form of substantial evidence is arbitrary or
10 capricious, and thus an abuse of discretion that warrants reversal." *Tighe v. Las Vegas Metro.*
11 *Police Dep't*, 110 Nev. 632, 634, 877 P.2d 1032, 1034 (1994). Substantial evidence is evidence
12 that "a reasonable mind might accept as adequate to support a conclusion." *Id.* Yet, on issue of
13 law, the district court conducts an independent review with no deference to the agency's
14 determination. *Maxwell v. State Indus. Ins. Sys.*, 109 Nev. 327, 329, 849 P.2d 267, 269 (1993).

15 2. Although the City's interpretation of its land use laws is cloaked with a
16 presumption of validity absent manifest abuse of discretion, questions of law, including
17 Municipal Codes, are ultimately for the Court's determination. *See Boulder City v. Cinnamon*
18 *Hills Assocs.*, 110 Nev. 238, 247, 871 P.2d 320, 326 (1994); *City of N. Las Vegas v. Eighth*
19 *Judicial Dist. Court ex rel. Cty. of Clark*, 122 Nev. 1197, 1208, 147 P.3d 1109, 1116 (2006).

20 3. Here, while the City says that this Court should defer to its interpretation, the
21 Court must note that what the City is now claiming as its interpretation of its own Code appears to
22 have been developed purely as a litigation strategy. Before the homeowners filed this suit, the
23 City and its Planning Director had consistently interpreted the Code as requiring a major
24 modification as a precondition for any application to change the terms of the Peccole Ranch
25 Master Plan. Indeed, it was not until oral argument on this Petition for Judicial Review that the
26 City Attorneys' office suggested that the terms of LVMC 19.10.040(G) only applied to property
27 that is technically zoned for "Planned Development" as opposed to property that is zoned R-PD
28 which is "Residential-Planned Development." This position is completely at odds with the City's

1 own longstanding interpretation of its own Code and that its own Director of Development had
2 long determined that a major modification was required and that the terms of LVMC
3 19.10.040(G) applied here. Respectfully, interpretations that are developed by legal counsel, as
4 part of a litigation strategy, are not entitled to any form of deference by the judiciary. *See*
5 *Christopher v. SmithKline Beecham Corp.*, 567 U.S. 142, 155, 132 S. Ct. 2156, 2166, 183 L. Ed.
6 2d 153 (2012)(no deference is provided when the agency's interpretation is nothing more than a
7 "convenient litigating position."). What is most revealing is the City's interpretation of its own
8 Code before it felt compelled to adopt a different interpretation as a defense strategy to this
9 litigation.

10 4. The Court finds the City's pre-litigation interpretation and enforcement of its own
11 Code – that a major modification to the Peccole Ranch Master Plan is required to proceed with
12 these Applications – to be highly revealing and consistent with the Code's actual terms.

13 5. LVMC 19.10.040(G) is entitled "Modification of Master Development Plan and
14 Development Standards." It provides, in relevant part, that:

15 The development of property within the Planned Development District may
16 proceed only in strict accordance with the approved Master Development Plan and
17 Development Standards. Any request by or on behalf of the property owner, or any
18 proposal by the City, to modify the approved Master Development Plan or
19 Development Standards shall be filed with the Department. In accordance with
20 Paragraphs (1) and (2) of this Subsection, the Director shall determine if the
21 proposed modification is "minor" or "major," and the request or proposal shall be
22 processed accordingly.

23 *See* LVMC 19.10.040(G).

24 6. Accordingly, under the Code, "[a]ny request by or on behalf of the property owner,
25 or any proposal by the City, to modify the approved Master Development Plan or Development
26 Standards shall be filed with the Department." LVMC 19.10.040(G). It is the City's Planning
27 Department who "shall determine if the proposed modification is minor or major, and the request
28 or proposal shall be processed accordingly." *Id.*

7. There is no dispute that the Peccole Ranch Master Plan is a Master Development
Plan recognized by the City and listed in the City's 2020 Master Plan accordingly.

1 8. Likewise, there is no dispute that throughout the application process, the City's
2 Planning Department continually emphasized that approval of the Applications was dependent
3 upon approval of a major modification of the Peccole Ranch Master Plan. For example, the record
4 contains the following representations from the City:

- 5 • "The site is part of the 1,569-acre Peccole Ranch Master Plan. Pursuant to Title
6 19.10.040, a request has been submitted for a Modification to the 1990 Peccole
7 Ranch Master Plan to authorize removal of the golf course, change the designated
8 land uses on those parcels to single family and multi-family residential and allow
9 for additional residential units."
- 10 • "The site is part of the Peccole Ranch Master Plan. The appropriate avenue for
11 considering any amendment to the Peccole Ranch Master Plan is through the
12 Major Modification process as outline in Title 19.10.040..."
- 13 • "The current General Plan Amendment, Rezoning and Site Development Plan
14 Review requests are dependent upon on action taken on the Major Modification..."
- 15 • "The proposed Development requires a Major Modification (MOD-63600) of the
16 Peccole Ranch Master Plan...."
- 17 • "The Department of Planning has determined that any proposed development not
18 in conformance with the approved (1990) Peccole Ranch Master Plan would be
19 required to pursue a Major Modification..."
- 20 • "The Peccole Ranch Master Plan must be modified to change the land use
21 designations from Golf Course/Drainage to Multi-Family prior to approval of the
22 proposed General Plan Amendment..."
- 23 • "In order to redevelop the Property as anything other than a golf course or open
24 space, the applicant has proposed a Major Modification of the 1990 Peccole
25 Master Plan."
- 26 • "In order to address all previous entitlements on this property, to clarify intended
27 future development relative to existing development, and because of the acreage of
28

1 the proposed for development, staff has required a modification to the conceptual
2 plan adopted in 1989 and revised in 1990."

3 ROR000001-27; ROR002425-2428; ROR006480-6490; ROR017362-17377.

4 9. The City's failure to require or approve of a major modification, without getting
5 into the question of substantial evidence, is legally fatal to the City's approval of the Applications
6 because under the City's Code, as confirmed by the City's Planning Department, the City was
7 required to first approve of a major modification of the Peccole Ranch Master Plan, which was
8 never done. That, by itself, shows the City abused its discretion in approving the Applications.

9 10. Instead of following the law and the recommendations from the City's Planning
10 Department, over the course of many months there was a gradual retreat from talking about a
11 major modification and all of a sudden that discussion and the need for following Staff's
12 recommendation just went out the window.

13 11. The City is not permitted to change the rules and follow something other than the
14 law in place. The Staff made it clear that a major modification was mandatory. The record
15 indicates that the City Council chose to just ignore and move past this requirement and did what
16 the developer wanted, without justification for it, other than the developer's will that it be done.

17 12. In light of the foregoing, the Court finds that the City abused its discretion in
18 approving the Applications. The Court interprets the City's Code, just as the City itself had long
19 interpreted it, as requiring a major modification of the Peccole Ranch Master Plan. Since the City
20 failed to approve of a major modification prior to the approval of these Applications the City
21 abused its discretion and acted in contravention of the law.

22 Based upon the Findings and Facts and Conclusions of Law above:

23 **IT IS HEREBY ORDERED** that Plaintiffs' Petition for Judicial Review is **GRANTED**.

24 ...

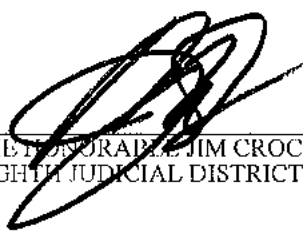
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PISANELLI BICE PLLC
400 SOUTH 7TH STREET, SUITE 300
LAS VEGAS, NEVADA 89101
702.214.2100

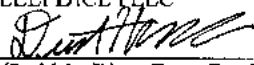
1 IT IS FURTHER ORDERED that the approval of the applications GPA-62387, ZON-
2 62392, and SDR-62393 are hereby vacated, set aside, and shall be void, and judgment shall be
3 entered against Defendant City of Las Vegas and Seventy Acres, LLC in favor of Plaintiffs
4 accordingly.

5 DATED: March 1, 2018


THE HONORABLE JIM CROCKETT
EIGHTH JUDICIAL DISTRICT COURT

Submitted by:

PISANELLI BICE PLLC

By: 
Todd L. Bice, Esq., Bar No. 4534
Dustin H. Holmes, Esq., Bar No. 12776
400 South 7th Street, Suite 300
Las Vegas, Nevada 89109

Attorneys for Plaintiffs

Approved as to Form and Content by:

KAEMPFER CROWELL

By: NOT SIGNED
Christopher L. Kaempfer, Esq., Bar No. 1625
Stephanie Allen, Esq., Bar No. 8486
1980 Festival Plaza Drive, Suite 650
Las Vegas, Nevada 89135

Attorneys for Seventy Acres, LLC

Approved as to Form and Content by:

By: NOT SIGNED
Philip R. Byrnes, Esq., Bar No. 166
495 South Main Street, Sixth Floor
Las Vegas, Nevada 89101

Attorneys for City of Las Vegas

EXHIBIT FF

EXHIBIT FF

IN THE SUPREME COURT OF THE STATE OF NEVADA

SEVENTY ACRES, LLC, A NEVADA
LIMITED LIABILITY COMPANY,
Appellant,

vs.

JACK B. BINION, AN INDIVIDUAL;
DUNCAN R. LEE AND IRENE LEE,
INDIVIDUALS AND TRUSTEES OF
THE LEE FAMILY TRUST; FRANK A.
SCHRECK, AN INDIVIDUAL; TURNER
INVESTMENTS, LTD., A NEVADA
LIMITED LIABILITY COMPANY;
ROGER P. WAGNER AND CAROLYN G.
WAGNER, INDIVIDUALS AND AS
TRUSTEES OF THE WAGNER FAMILY
TRUST; BETTY ENGLESTAD AS
TRUSTEE OF THE BETTY
ENGLESTAD TRUST; PYRAMID LAKE
HOLDINGS, LLC; JASON AWAD AND
SHEREEN AWAD AS TRUSTEES OF
THE AWAD ASSET PROTECTION
TRUST; THOMAS LOVE AS TRUSTEE
OF THE ZENA TRUST; STEVE
THOMAS AND KAREN THOMAS AS
TRUSTEES OF THE STEVE AND
KAREN THOMAS TRUST; SUSAN
SULLIVAN AS TRUSTEE OF THE
KENNETH J. SULLIVAN FAMILY
TRUST; DR. GREGORY BIGLER; AND
SALLY BIGLER,
Respondents.

No. 75481

FILED

MAR 05 2020
ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY  DEPUTY CLERK

ORDER OF REVERSAL

This is an appeal from a district court order granting a petition
for judicial review of the Las Vegas City Council's decision that approved

SUPREME COURT
OF
NEVADA

(D) 1947A 

20-08895

00512

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three land use applications. Eighth Judicial District Court, Clark County; James Crockett, Judge.¹

Appellant Seventy Acres filed three development applications with the City's Planning Department in order to construct a multi-family residential development on a parcel it recently acquired. Specifically, Seventy Acres filed a general plan amendment, a rezoning application, and a site development plan amendment. Relying on reports compiled by the Planning Commission staff and statements made by the Planning Director, the City's Planning Commission and City Council approved the three applications.

Respondents filed a petition for judicial review of the City Council's approval of Seventy Acres's applications. Respondents' primary argument was that the City failed to follow the express terms of Title 19 of the Las Vegas Municipal Code (LVMC) in granting the applications. Respondents also argued that the City's decision was not supported by substantial evidence. Following a hearing, the district court concluded that the City adopted its interpretation of Title 19 of the LVMC as a litigation strategy and declined to give the City's interpretation of its land use ordinances deference. Citing a report prepared by the Planning Commission staff, the district court found that the City previously interpreted Title 19 of the LVMC as requiring Seventy Acres to obtain a major modification of the Peccole Ranch Master Plan before it could develop

¹The Honorables Kristina Pickering, Chief Justice, and Mark Gibbons, James Hardesty, Ron Parraguirre, and Abbi Silver, Justices, voluntary recused themselves from participation in the decision of this matter. The Governor designated The Honorable Lynne Simons, District Judge of the Second Judicial District Court, to sit in place of the Honorable James Hardesty.

the parcel. Therefore, the district court determined that the City's previous interpretation should apply and Seventy Acres was required to obtain a major modification of the Peccole Ranch Master Plan before having the subject applications approved. Accordingly, the district court granted the petition for judicial review and vacated the City Council's approval of Seventy Acres's three applications. Seventy Acres appeals.

Title 19 of the LVMC does not require a major modification for residential planned development districts

This court's role in reviewing an administrative agency's decision is identical to that of the district court and we give no deference to the district court's decision. *Elizondo v. Hood Mach., Inc.*, 129 Nev. 780, 784, 312 P.3d 479, 482 (2013); *City of Reno v. Bldg. & Constr. Trades Council of N. Nev.*, 127 Nev. 114, 119, 251 P.3d 718, 721 (2011). We review an administrative agency's legal conclusions de novo and its "factual findings for clear error or an arbitrary abuse of discretion and will only overturn those findings if they are not supported by substantial evidence." *City of N. Las Vegas v. Warburton*, 127 Nev. 682, 686, 262 P.3d 715, 718 (2011) (internal quotations omitted). When construing ordinances, this court "gives meaning to all of the terms and language[,] . . . read[ing] each sentence, phrase, and word to render it meaningful within the context of the purpose of the legislation." *City of Reno v. Citizens for Cold Springs*, 126 Nev. 263, 274, 236 P.3d 10, 17-18 (2010) (internal citation and internal quotation omitted). Additionally, this court presumes a city's interpretation of its land use ordinances is valid "absent a manifest abuse of discretion." *Boulder City v. Cinnamon Hills Assocs.*, 110 Nev. 238, 247, 871 P.2d 320, 326 (1994).

Having considered the record and the parties' arguments, we conclude that the City Council properly interpreted the City's land use ordinances in determining that Seventy Acres was not required to obtain a major modification of the Peccole Ranch Master Plan before it could develop the parcel. LVMC 19.10.040(B)(1) expressly limits master development plans to planned development district zoning designations. Therefore, the major modification process described in LVMC 19.10.040(G)(2), which is required to amend a master development plan, only applies to planned development district zoning designations. Here, the parcel does not carry the planned development district zoning designation. Therefore, the major modification process is not applicable to the parcel.

Instead, the parcel carries a zoning designation of residential planned development district. LVMC 19.10.050(B)(1) expressly states that site development plans govern the development of residential planned development districts. Therefore, as the City correctly determined, Seventy Acres must follow the site development plan amendment process outlined under LVMC 19.16.100(H) to develop the parcel. LVMC 19.10.050(D). This process does not require Seventy Acres to obtain a major modification of the Peccole Ranch Master Plan prior to submitting the at-issue applications. Accordingly, we conclude that the City Council's interpretation of the City's land use ordinances did not constitute a manifest abuse of discretion. *Cinnamon Hills Assocs.*, 110 Nev. at 247, 871 P.2d at 326 (1994).

Substantial evidence supports the City's approval of the applications

We next consider whether substantial evidence supports the City's decision to grant Seventy Acres's applications. "Substantial evidence is evidence that a reasonable person would deem adequate to support a decision." *City of Reno v. Reno Police Protective Ass'n*, 118 Nev. 889, 899,

59 P.3d 1212, 1219 (2002). In determining whether substantial evidence exists to support an agency's decision, this court is limited to the record as presented to the agency. *Id.* Although conflicting evidence may be present in the record, "we cannot substitute our judgment for that of the City Council as to the weight of the evidence." *Stratosphere Gaming Corp. v. City of Las Vegas*, 120 Nev. 523, 530, 96 P.3d 756, 761 (2004).

The parties dispute whether substantial evidence supported the City's decision to grant Seventy Acres's three applications.² The governing ordinances require the City to make specific findings to approve a general plan amendment, LVMC 19.16.030(I), a rezoning application, LVMC 19.16.090(L), and a site development plan amendment, LVMC 19.16.100(E). In approving the applications, the City primarily relied on a report prepared by the Planning Commission staff that analyzed the merits of each application.³ The report found that Seventy Acres's applications met the statutory requirements for approval. The City also relied on the testimony

²Respondents point to evidence in the record showing that the public schools that serve the community where the parcel is located are currently over capacity and that many of the residents that live in the surrounding area are opposed to the project. However, "it is not the place of the court to substitute its judgment for that of the [City Council] as to weight of the evidence." *Clark Cty. Liquor & Gaming Licensing Bd. v. Simon & Tucker, Inc.*, 106 Nev. 96, 98, 787 P.2d 782, 783 (1990) (explaining that "conflicting evidence does not compel interference with [a] . . . decision so long as the decision was supported by substantial evidence").


³The report erroneously found that Seventy Acres had to obtain a major modification of the Peccole Ranch Master Plan prior to submitting a general plan amendment. Setting that finding aside, the report found that Seventy Acres met the other statutory requirements for approval of its general plan amendment, its rezoning application, and its site development plan amendment.


of the Planning Director, who found that the applications were consistent with the goals, objectives, and policies of the City's 2020 Master Plan, compatible with surrounding developments, and substantially complied with the requirements of the City's land use ordinances. Evidence in the record supports these findings. Accordingly, we conclude that a reasonable person would find this evidence adequate to support the City's decision to approve Seventy Acres's general plan amendment, rezoning application, and site development plan amendment. *Reno Police Protective Ass'n*, 118 Nev. at 899, 59 P.3d at 1219.

In sum, we conclude that the district court erred when it granted respondents' petition for judicial review. The City correctly interpreted its land use ordinances and substantial evidence supports its decision to approve Seventy Acres's three applications. We therefore

ORDER the judgment of the district court REVERSED.


Stiglich J.


Cadish J.


Simons D.J.

cc: Hon. James Crockett, District Judge
Ara H. Shirinian, Settlement Judge
Law Offices of Kermitt L. Waters
EHB Companies, LLC
Marquis Aurbach Coffing
Claggett & Sykes Law Firm
Hutchison & Steffen, LLC/Las Vegas
Pisanelli Bice, PLLC
Las Vegas City Attorney
Eighth District Court Clerk

EXHIBIT GG

EXHIBIT GG

Seth T. Floyd
Deputy City Attorney

City of Las Vegas
Office of the City Attorney



495 South Main Street, Sixth Floor
Las Vegas, Nevada 89101
Office (702) 229-6629
Fax (702) 386-1749
sfloyd@cityoflasvegasnevada.gov

March 26, 2020

Christopher L. Kaempfer, Esq.
KAEMPFER CROWELL
1980 Festival Plaza Drive, #650
Las Vegas, NV 89135

RE: ENTITLEMENTS ON 17 ACRES

Dear Mr. Kaempfer:

As you know, on March 5, 2020, a panel of the Nevada Supreme Court entered an unpublished Order of Reversal in *Seventy Acres, LLC v. Binton, et al.*, Case No. 75481 ("Order"). The Order reversed a prior decision by Judge Crockett of the Eighth Judicial District in Case No. A-17-752344-J, which had concluded that your client, Seventy Acres, LLC, was required to submit a major modification application along with its other entitlement requests to develop 435 multi-family housing units on a 17-acre portion of the former Badlands golf course in the Pecos Ranch Master Plan area.

Under the Reversal Order, that major modification is no longer required and, once remittitur issues, the discretionary entitlements the City approved for your client's 435-unit project on February 15, 2017 (GPA-62387, ZON-62392, and SDR-62393) will be reinstated. Such entitlements include all of the discretionary entitlements required for your client's project and the SDR will remain valid for two years after the date of remittitur, despite the fact that 382 days elapsed between the City's February 16, 2017 approval and Judge Crockett's March 5, 2018 Order vacating those entitlements. The City will accept applications for any ministerial permits required to begin construction pursuant to those discretionary entitlements.

If you have any questions about the effect of the Order, please do not hesitate to contact me at (702) 229-6629. You or your client may also contact the appropriate City department with specific questions about the permits your client will need to continue with development pursuant to its entitlements.

Sincerely,

OFFICE OF THE CITY ATTORNEY

A handwritten signature in black ink, appearing to read "Seth T. Floyd", is written over a horizontal line.

SETH T. FLOYD
Deputy City Attorney

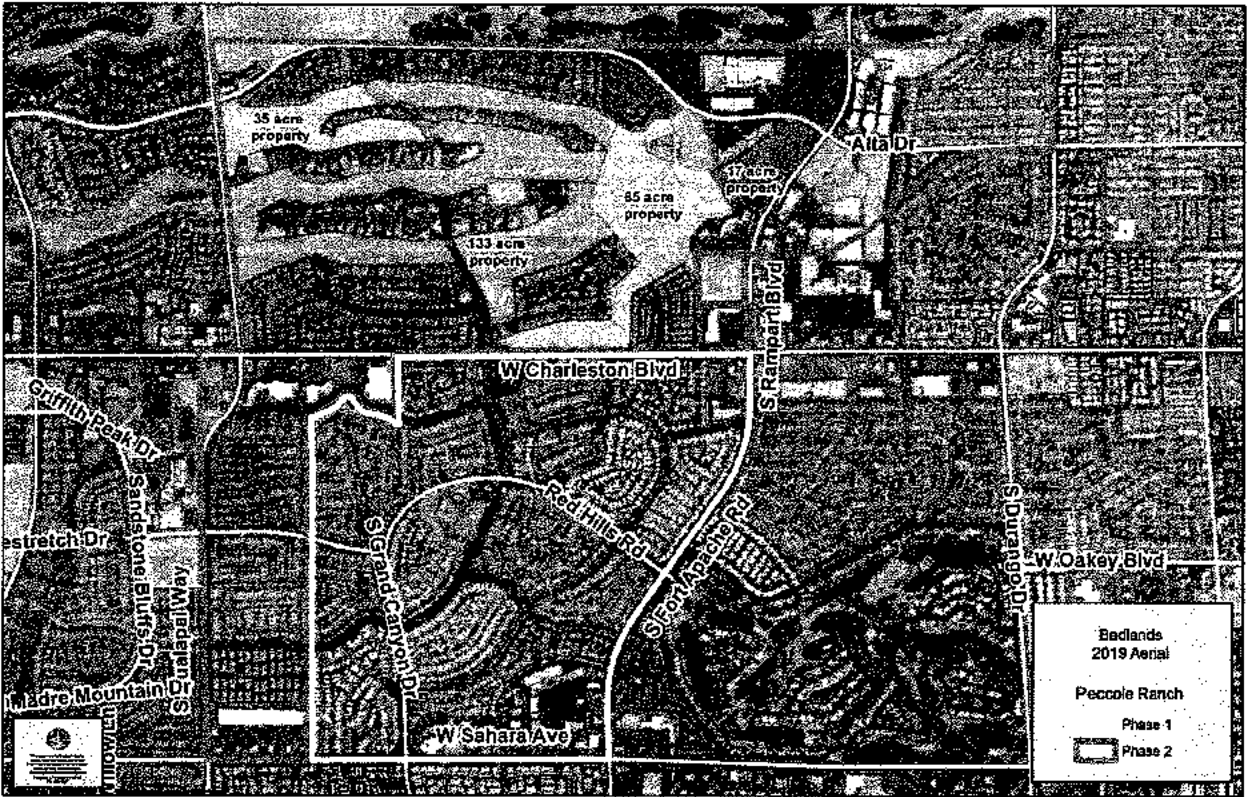
CERTIFIED MAIL NO. 7002 3150 0001 1717 4955
cc: Elizabeth Ham, Esq. (via email to eham@ehbcompanies.com)

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EXHIBIT HH

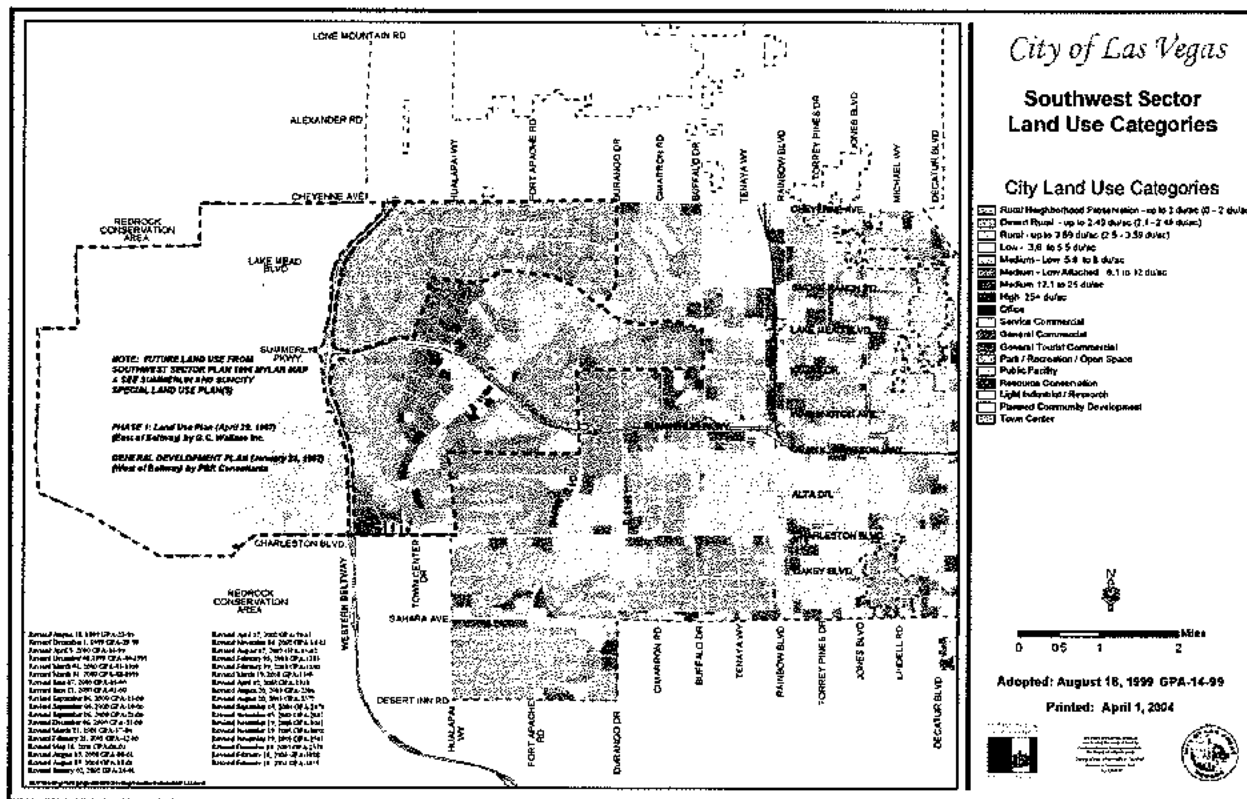
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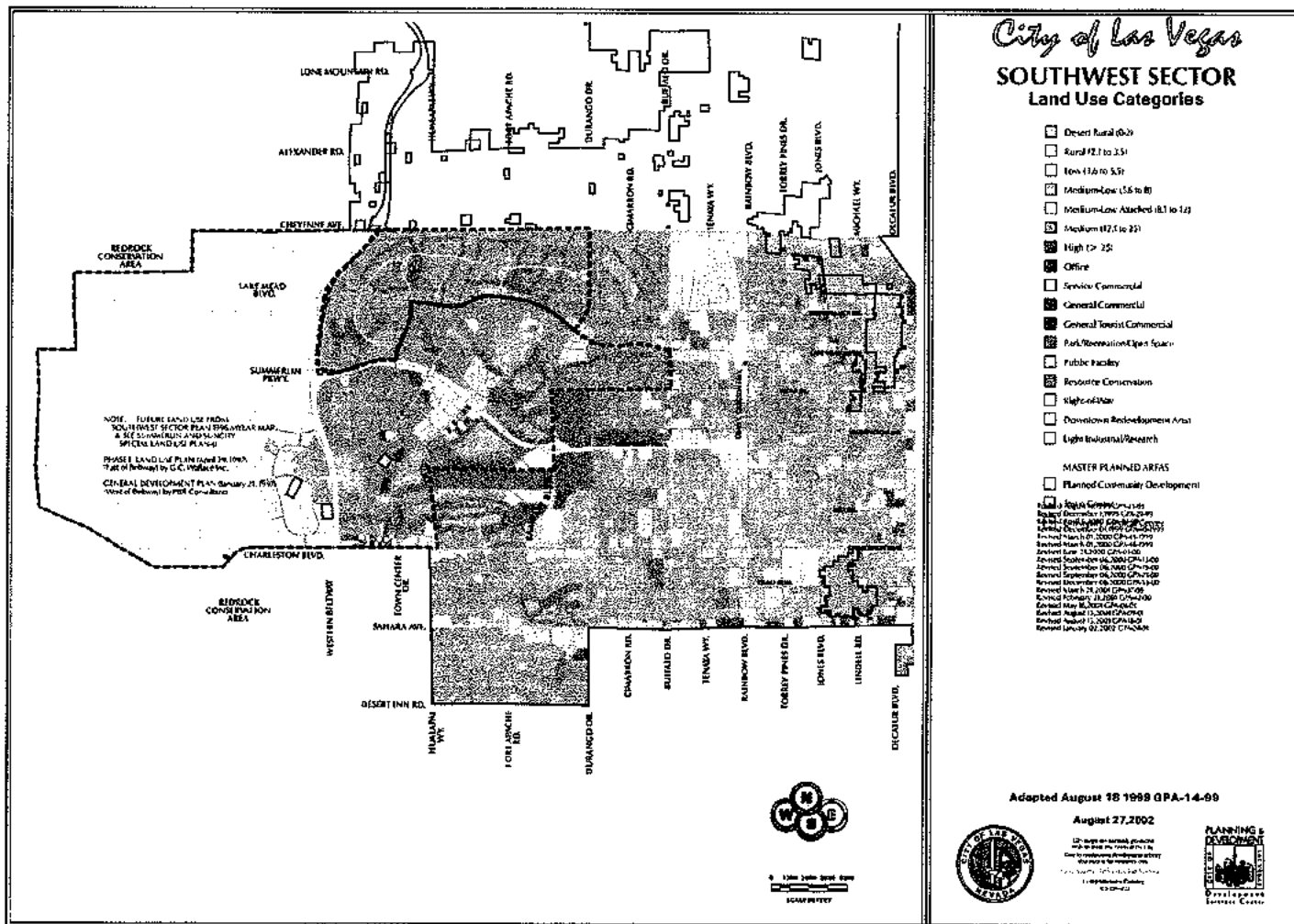
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EXHIBIT II

EXHIBIT II



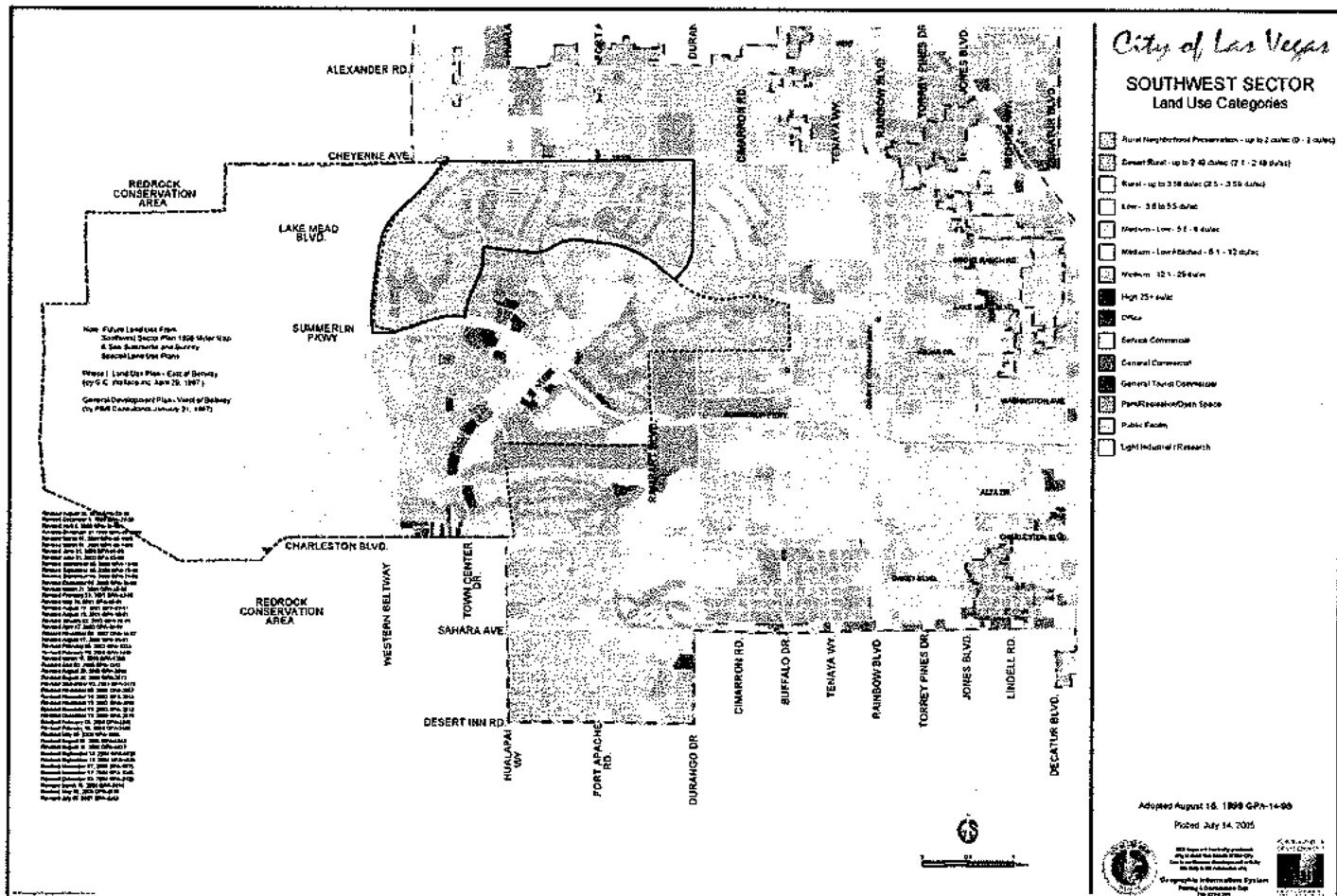
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00571



CLV085935

10/02

27-49



CLV085955

MAP 21

EXHIBIT JJ

EXHIBIT JJ



DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: GPA
 Project Address (Location): Alta Drive and Hualapai Way
 Project Name: Parcel 1 @ the 180 Proposed Use: R-PD7
 Assessor's Parcel #(s): 138-31-702-002 Ward #: 2
 General Plan: existing PROS proposed L Zoning: existing R-PD7 proposed
 Commercial Square Footage: Floor Area Ratio:
 Gross Acres: 166.99 Lots/Units: 1 Density: 1.79
 Additional Information:

PROPERTY OWNER 180 Land Co. LLC Contact: Yohan Lowie
 Address: 1215 South Fort Apache Road #120 Phone: (702) 840-8830 Fax: (702) 840-8831
 City: Las Vegas State: NV Zip: 89117
 E-mail Address: yohan@ehbcompanies.com

APPLICANT 180 Land Co. LLC Contact: Yohan Lowie
 Address: 1215 South Fort Apache Road #120 Phone: (702) 840-8830 Fax: (702) 840-8831
 City: Las Vegas State: NV Zip: 89117
 E-mail Address: yohan@ehbcompanies.com

REPRESENTATIVE GCW, Inc. Contact: Chidia Gee
 Address: 1555 South Rainbow Blvd Phone: (702) 804-2107 Fax: (702) 804-2280
 City: Las Vegas State: NV Zip: 89146
 E-mail Address: cgee@gcwengineering.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the owner or purchaser fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature*

* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name: Yohan Lowie

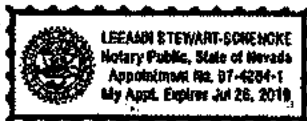
Subscribed and sworn before me

This 28th day of December, 2016.

Lee Ann Stewart-Schwenke

Notary Public for and for said County and State

Noticed 08/25/16



FOR DEPARTMENT USE ONLY

Case # **GPA-68385**

Meeting Date:

Total Fee:

Date Received:*

Received By:

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

PRJ-67184
12/29/16

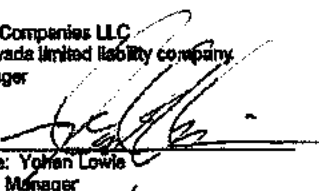
CLV198143
00525

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180 Land Co LLC
1215 S. Fort Apache Rd., Suite #120
Las Vegas, NV 89117

180 Land Co. LLC
Nevada limited liability company

By: EMB Companies LLC
a Nevada limited liability company
Its: Manager

By: 
Name: Yohan Lowe
Its: Manager
Date: 12/28/16

PRJ-67184
12/28/16

GPA-68385

CLV198144
00526

2754



DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: SDR
 Project Address (Location): Alta Drive and Hualapai Way
 Project Name: Parcel 1 @ the 180 Proposed Use: R-PD7
 Assessor's Parcel #(s): 138-31-702-002 Ward #: 2
 General Plan: existing _____ proposed _____ Zoning: existing R-PD7 proposed _____
 Commercial Square Footage: _____ Floor Area Ratio: _____
 Gross Acres: 34.07 Acres Lots/Units: 61 + 12 Density: 1.79
 Additional Information: CL

PROPERTY OWNER: 180 Land Co. LLC Contact: Yohan Lowie
 Address: 1215 South Fort Apache Road # 120 Phone: (702) 940-6930 Fax: (702) 940-6931
 City: Las Vegas State: NV Zip: 89117
 E-mail Address: yohan@ehbcompanies.com

APPLICANT: 180 Land Co. LLC Contact: Yohan Lowie
 Address: 1215 South Fort Apache Road # 120 Phone: (702) 940-6930 Fax: (702) 940-6931
 City: Las Vegas State: NV Zip: 89117
 E-mail Address: yohan@ehbcompanies.com

REPRESENTATIVE: GCW, Inc. Contact: Chndle Gee
 Address: 1555 South Rainbow Blvd Phone: (702) 804-2107 Fax: (702) 804-2299
 City: Las Vegas State: NV Zip: 89146
 E-mail Address: cgee@gowengineering.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete applications may cause the application to be rejected. I further certify that I am the owner or partner (or applicant holder) of the property involved in this application, or the owner or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* [Signature]
 * An authorized agent may sign in lieu of the property owner the Final Maps, Tentative Maps, and Platted Maps.
 Print Name: Yohan Lowie

Subscribed and sworn before me
 This 27th day of December, 2016
[Signature]

Notary Public in and for said County and State

Revised 03/28/16



FOR DEPARTMENT USE ONLY

Case # SDR-68481
 Meeting Date: _____
 Total Fee: _____
 Date Received: * _____
 Received By: _____

*The application will not be deemed complete until the submitted fees have been received by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

PAID 67184
 01/04/17

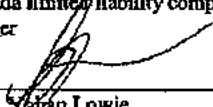
CLV199536
 00527

2755

180 Land Co LLC
1215 S. Fort Apache Rd., Suite # 120
Las Vegas, NV 89117

180 Land Co LLC
Nevada limited liability company

By: EHB Companies LLC
a Nevada limited liability company
Its: Manager

By: 
Name: Jordan Lowie
Its: Manager
Date: 12/21/16

SDR-68481

PRJ-67184
01/04/17

CLV199537
00528

2756



DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Tentative Map
Project Address (Location): Ala Drive and Huakapai Way
Project Name: Parcel 1 @ the 180 Proposed Use: R-PD7
Assessor's Parcel #(s): 138-31-702-002 Ward #: 2
General Plan: existing _____ proposed _____ Zoning: existing R-PD7 proposed _____
Commercial Square Footage: _____ Floor Area Ratio: _____
Gross Acres: 34.07 Acres Lots/Units: 61 + 12 Density: 1.79
Additional Information: CL

PROPERTY OWNER: 180 Land Co. LLC Contact: Yohan Lowie
Address: 1215 South Fort Apache Road # 120 Phone: (702) 940-6930 Fax: (702) 940-6931
City: Las Vegas State: NV Zip: 89117
E-mail Address: yohan@ehbcompanies.com

APPLICANT: 180 Land Co. LLC Contact: Yohan Lowie
Address: 1215 South Fort Apache Road # 120 Phone: (702) 940-6930 Fax: (702) 940-6931
City: Las Vegas State: NV Zip: 89117
E-mail Address: yohan@ehbcompanies.com

REPRESENTATIVE: GCW, Inc. Contact: Cindie Gee
Address: 1555 South Rainbow Blvd Phone: (702) 804-2107 Fax: (702) 804-2200
City: Las Vegas State: NV Zip: 89146
E-mail Address: cgee@gcwengineering.com

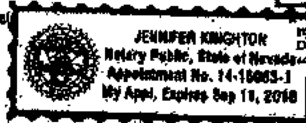
I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the owner or agent duly authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature: see attached
Print Name: Yohan Lowie

Subscribed and sworn before me
This 21st day of December, 2016
Jennifer Knighton

Notary Public in and for said County and State

Revised 03/25/16



FOR DEPARTMENT USE ONLY

Case #: **TMP-68482**
Meeting Date: _____
Total Fee: _____
Date Received: * _____
Received By: _____

Application will not be deemed complete until the required materials have been received by the Department of Planning for consistency with applicable City of Las Vegas Ordinance.

FR 567184
01/04/17

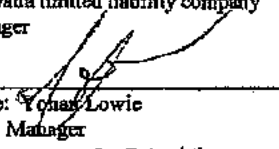
CLV199545
00529

2757

180 Land Co LLC
1215 S. Fort Apache Rd., Suite # 120
Las Vegas, NV 89117

180 Land Co LLC
Nevada limited liability company

By: BHB Companies LLC
a Nevada limited liability company
Its: Manager

By: 
Name: Thomas Lowie
Its: Manager
Date: 12-21-16

TMP-68482

PRJ-67184
01/04/17

CLV199546
00530

2758



DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Revised Waiver - allowing for 44' private street sections with sidewalk (1 side)
 Project Address (Location): Alfa Drive and Hualapai Way
 Project Name: Parcel 1 @ the 180 Proposed Use: R-PD7
 Assessor's Parcel #(s): 138-31-702-002 Ward #: 2
 General Plan: existing _____ proposed _____ Zoning: existing R-PD7 proposed _____
 Commercial Square Footage _____ Floor Area Ratio _____
 Gross Acres: 34.07 Lots/Units: 61+12 (C1) Density: 1.79
 Additional Information: This street section is generally similar to the as-built street section condition of the adjacent San Michelle neighborhood of Queensridge (not part of the property).

PROPERTY OWNER: 180 Land Co. LLC Contact: Yohan Lowie
 Address: 1215 South Fort Apache Road #120 Phone: (702) 940-6930 Fax: (702) 940-6931
 City: Las Vegas State: NV Zip: 89117
 E-mail Address: yohan@ehbcompanies.com

APPLICANT: 180 Land Co. LLC Contact: Yohan Lowie
 Address: 1215 South Fort Apache Road #120 Phone: (702) 940-6930 Fax: (702) 940-6931
 City: Las Vegas State: NV Zip: 89117
 E-mail Address: yohan@ehbcompanies.com

REPRESENTATIVE: GCW, Inc. Contact: Cindie Gee
 Address: 1555 South Rainbow Blvd. Phone: (702) 804-2107 Fax: (702) 804-2290
 City: Las Vegas State: NV Zip: 89146
 E-mail Address: cgee@gcwengineering.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete applications may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the owner or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* [Signature]
 *An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.
 Print Name: _____

Subscribed and sworn before me
 This 24th day of January, 2017
Jennifer Knehton

Notary Public in and for said County and State

Revised 03/28/16



FOR DEPARTMENT USE ONLY

Case #: **WVR-68480**
 Meeting Date: _____
 Total Fee: _____
 Date Received: _____
 Received By: _____


This application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable provisions of the Zoning Ordinance.

CLV199495
00531

180 Land Co LLC
1215 S. Fort Apache Rd., Suite # 120
Las Vegas, NV 89117

180 Land Co LLC
Nevada limited liability company

By: EHB Companies LLC
a Nevada limited liability company
Its: Manager

By: 
Name: Yohan Lowie
Its: Manager
Date: January 4, 2017

WVR-68480

PRJ-67184
01/04/17

CLV199496
00532

2760



December 27, 2016

Mr. Tom Perrigo
City of Las Vegas Department of Planning
333 North Rancho Drive
Las Vegas, Nevada 89108

Justification Letter for General Plan Amendment of Parcel No. 138-31-702-002

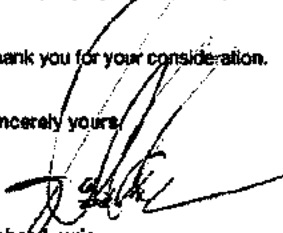
Dear Mr. Perrigo,

Though we understand that this change to the General Plan should be the responsibility of the City of Las Vegas, per your request, we are submitting an application to amend the General Plan designation on Parcel No. 138-31-702-002, as the current designation of Parks Recreation and Open Space (PR-OS) does not reflect the underlying residential zoning of RPD-7 (Residential Planned Development District – 7.49 Units per Acre) or the intended residential development use of the Property. We have also attached a letter from Clyde Spitze, a representative of the owner of the Property at the time, requesting to maintain the approved RPD-7 zoning while at the same time developing a golf course on the Property. In response, former City of Las Vegas Planning Supervisor Robert S. Genzer, recognized that the approved 18-hole golf course was in fact zoned RPD-7 and would allow the further expansion of nine holes of the golf course on the Property into zoned RPD-7 property.

Therefore, we are requesting that the General Plan designation be changed to the more appropriate L (Low Density Residential) designation, which would be consistent both with the density being proposed by the accompanying Tentative Map and Site Development Review and with the existing RPD-7 zoning.

Thank you for your consideration.

Sincerely yours,


Yohan Lowie,
as Manager of EHB Companies LLC,
the Manager of 180 Land Company LLC

GPA-68385

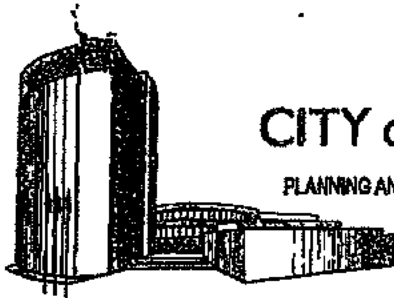
PRJ-67184
12/28/16

p 702-940-6830 f 702-940-6831 1215 S. Fort Apache Drive, Suite 120 Las Vegas, NV 89117 ehbcompanies.com

CLV198172
00533

2761

MAYOR
JAN LAVERTY JONES
COUNCILSEY
ARNIE ADAMSEN
MATTHEW O. CALLISTER
MICHAEL J. McDONALD
GARY REESE
CITY MANAGER
LARRY E. BARTON



CITY of LAS VEGAS

PLANNING AND DEVELOPMENT DEPARTMENT

October 8, 1996

Mr. Clyde O. Spitze, Vice President
Pentacore
6763 West Charleston Boulevard
Las Vegas, Nevada 89102

Re: BADLANDS GOLF COURSE, PHASE 2

Dear Mr. Spitze:

City records indicate that an 18 hole golf course with associated facilities was approved as part of the Peccole Ranch Master Plan in 1990. The property was subsequently zoned R-PD7 (Residential Planned Development - 7 Units Per Acre). Any expansion of the golf course within the R-PD7 area would be allowed subject to the approval of a plot plan by the Planning Commission.

If any additional information is needed regarding this property please do not hesitate to contact me.

Very truly yours,


Robert S. Genzer, Planning Supervisor
Current Planning Division

RSG:em

GPA-68385

400 E STEWART AVENUE • LAS VEGAS, NEVADA 89101-2986
(702) 225-6011 (VOICE) • (702) 386-9108 (TDD)

CLV 7000
3010 014 005



CLV198173
00534

2762



PENTACORE

Civil Engineering
Construction Management
Land Surveying
Planning
ABA Consulting

0171 6030

September 4, 1996

Mr. Robert Genzer
City of Las Vegas
Planning Division
400 E. Stewart Avenue
Las Vegas, NV 89101

RE: Badlands Golf Course, Phase 2

Dear Bob:

As you know the Badlands Golf Course in Paradise Ranch is proposing to develop an additional 9 hole course between the existing golf course and Alta Drive. The existing Master Plan zoning of this area is RPD-7, and the golf course would be developed within this zoned parcel. I would like a letter from the City stating that a golf course would be compatible within this zoning. I need the letter for the bank.

Thank you for your consideration in this matter.

Sincerely,


Clyde O. Spitzer
Vice President

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PLANNING AND
DEVELOPMENT

0171 6030

7-146-94
2-17-90

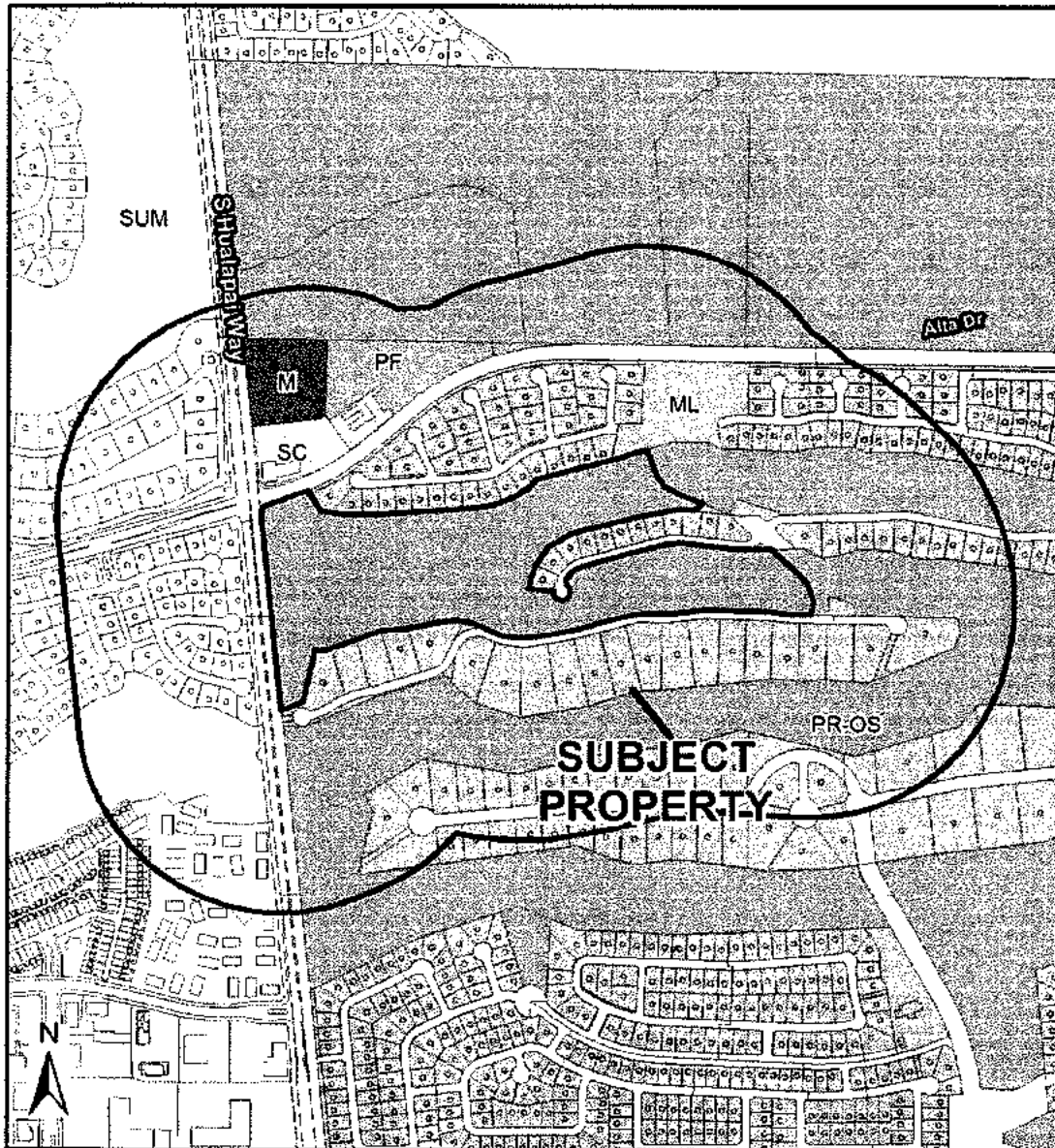
GPA-68385

6763 West Charleston Boulevard • Las Vegas, Nevada 89102 • (702) 266-0116 • Fax (702) 266-4952

PRJ-67184
9/28/96

CLV198174
00535

2763



FROM PR-OS TO L

General Plan Amendment

APN - Rural Neighborhood Preservation	MLA - Medium - Low Attached	OTC - Transit Commercial	PF-OS Public Facility Clark County
RE - Rural Estates	M - Medium	QUMD - Las Vegas Medical District	TD - Town Center
SR - Desert Rural	H - High	UR - Light Industrial / Research	RC - Resource Conservation
N - Rural	O - Office	PCD - Planned Community Development	C - Downtown - Commercial
S - Low	SC - Service Commercial	PR-OS - Park Recreation Open Space	MNU - Downtown - Mixed Use
ML - Medium - Low	GC - General Commercial	PF - Public Facility	TRD - Traditional Neighborhood Development

- 1000' Buffer
- Subject Property
- City Limits
- Not City

CLV 198145
00536
Date: Tuesday, January 21, 2014

CLV198145

00536

2764



December 12, 2016

Mr. Tom Perrigo
City of Las Vegas Department of Planning
333 North Rancho Drive
Las Vegas, Nevada 89106

Justification Letter for Tentative Map and Site Development Plan Review on 61 Lot Subdivision

Dear Mr. Perrigo,

We are requesting a Tentative Map and Site Development Plan Review for a 61 lot single-family residential subdivision ("Subdivision") on a 34.07 acre portion of Parcel No. 138-31-702-002 which is zoned RPD-7 (Residential Planned Development District - 7.49 Units per Acre). The Subdivision will be located just south of Alta Drive and east of Hualapai Way. Access to the subdivision will be provided by private road off of Hualapai Way.

The Subdivision will be compatible with, and complementary to, existing adjacent and nearby residential land uses and will be appropriately suited for the type of low-intensity residential land use being proposed. The overall density of the Subdivision is 1.79 du/ac with lots ranging from .23 acres to 1.09 acres, an average of .57 acres or 24,953 square feet. Lots will be developed as custom home sites and the Subdivision will meet the City of Las Vegas open space requirements of .98 acres. Development Standards do not include architectural design, but do include building setbacks (primary and accessory), lot widths, building heights, and wall heights and type.

Thank you for your consideration.

Sincerely yours,


Yohan Lowie,
as Manager of EHB Companies LLC,
the Manager of 180 Land Company LLC

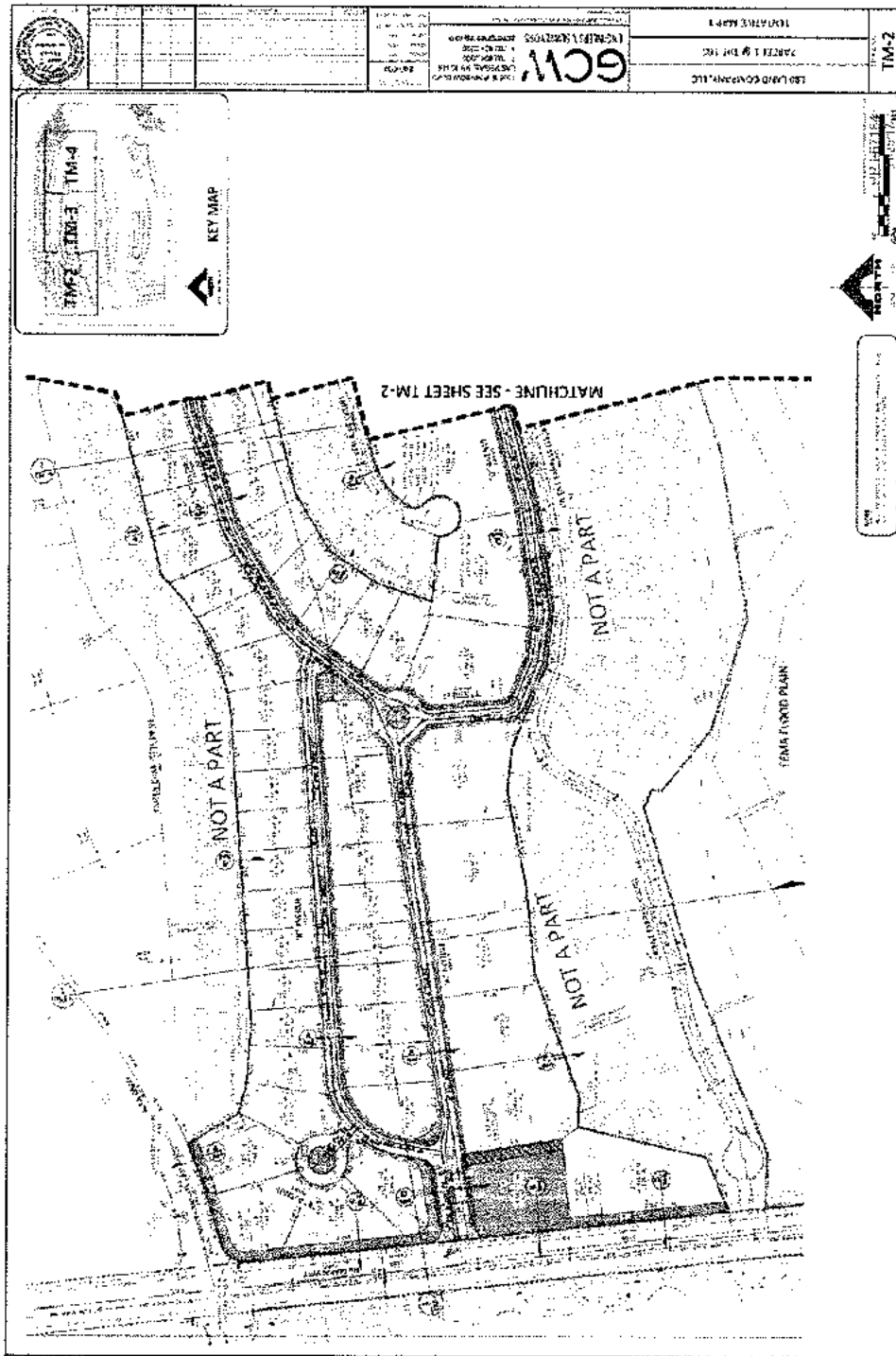
SDR-68481 and TMP-68482

PRJ-67184
01/04/17

P 702-940-6930 F 702-940-6831 1215 S. Fort Apache Drive, Suite 120 Las Vegas, NV 89117 ebbcompanies.com

CLV199539
00537

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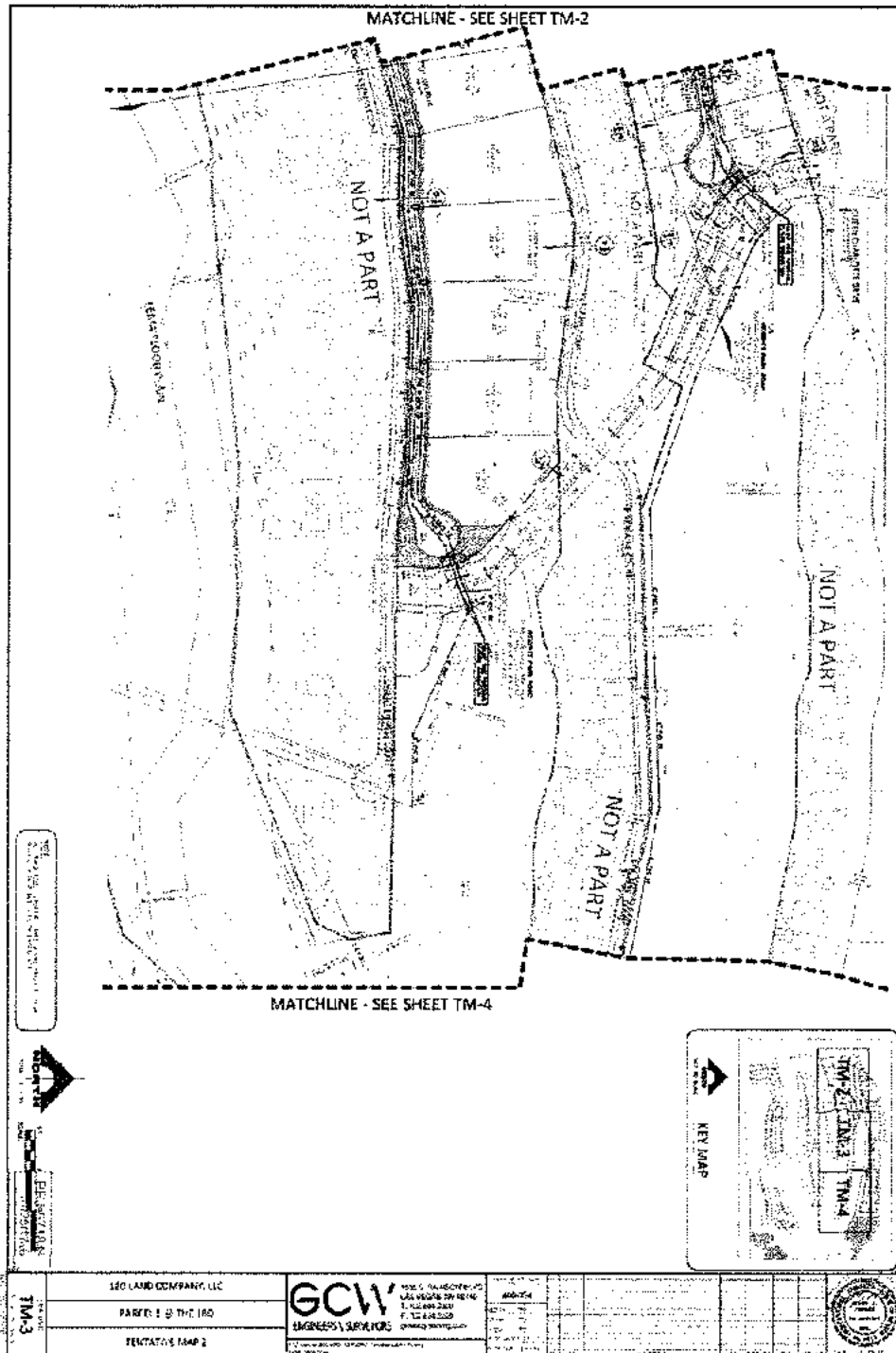


GPA-68385, WVR-68480, SDR-68481 and TMP-68482 - REVISED

CLV198155
00539

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GPA-68385, WVR-68480, SDR-68481 and TMP-68482 - REVISED





**Tentative Map / SDR
Development Standards**

04-Jan-17

Description	Lots ≤ 20,000 sf	Lots > 20,000 sf
<u>Main Structure Setbacks (Minimum)</u>		
Minimum Lot Size	10,000 sf	20,000 sf
Front Yard to Private Street or Access Easement	30'	35'
Side Yard	5'	7.5'
Corner Side Yard	12.5'	15'
Rear Yard	25'	30'
Lot Coverage	Dictated by Setbacks	Dictated by Setbacks
<u>Accessory Structures Setbacks (Minimum)</u>		
Porte Cochere to Private Street	15'	15'
Side Load Garage to Side Yard PL	15'	15'
Patio Covers / 2nd Story Decks	20'	20'
Separation from Main Building	6'	6'
Corner Side Yard	5'	5'
Rear Yard	5'	5'
Side Yard	5'	5'
Accessory Structures May Have Trellis/Canopy Connecting to Main Structure		
<u>Building Heights</u>		
Main Structure	40'	50'
Accessory Structures	25'	30'
# of Floors - Single and Two Story on Slab or Over Basement		
# of Floors - On Lots > 35,000sf a 3rd story is allowed		
<u>Uses</u>	Single Family Residences and Accessory Structures	Single Family Residences and Accessory Structures

PRJ-67184
01/04/17

GPA-68385, WVR-68480, SDR-68481 and TMP-68482

CLV198162
00542

2770



**Tentative Map / SDR
Development Standards**

16-Dec-16

Description	Lots < 10,000 sf	Lots > 20,000 sf
<u>Main Structure Setbacks (Minimum)</u>		
Minimum Lot Size	10,000 sf	20,000 sf
Front Yard to Private Street or Access Easement	30'	35'
Side Yard	5'	10'
Corner Side Yard	12.5'	15'
Rear Yard	25'	30'
Lot Coverage Size	Dictated by Setbacks Min. 3,000 sf	Dictated by Setbacks Min. 4,000 sf
<u>Accessory Structures Setbacks (Minimum)</u>		
Porte Cochere to Private Street	15'	15'
Side Load Garage to Side Yard PL	15'	15'
Patio Covers / 2nd Story Docks	20'	20'
Separation from Main Building	6'	6'
Corner Side Yard	5'	5'
Rear Yard	5'	5'
Side Yard	5'	5'
Accessory Structures May Have Trellis/Canopy Connecting to Main Structure		
<u>Patio Covers / 2nd Story Heights</u>		
Main Structure	40'	50'
Accessory Structures	25'	30'
# of Floors - Single and Two Story on Slab or Over Basement		

PRJ-67184
01/04/17

SDR-68481 and TMP-68482

CLV199540
00543

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6. The standards for this development shall include the following:

Standard	Lots less than or equal to 20,000 sf*	Lots greater than 20,000 sf
Minimum Lot Size	10,000 sf	20,000 sf
Building Setbacks:		
• Front yard to private street or access easement	30 feet	35 feet
• Side yard	5 feet	7.5 feet
• Corner side yard	12.5 feet	15 feet
• Rear yard	25 feet	30 feet

Standard	Lots less than or equal to 20,000 sf*	Lots greater than 20,000 sf
Accessory structure setbacks:		
• Porte cochere to private street	15 feet	15 feet
• Side loaded garage to side yard property line	15 feet	15 feet
• Patio covers and/or 2 nd story decks	20 feet	20 feet
• Separation from principal dwelling	6 feet	6 feet
• Side yard	5 feet	5 feet
• Corner side yard	5 feet	5 feet
• Rear yard	5 feet	5 feet
Building Heights:		
• Principal dwelling	46 feet	46 feet
• Accessory structures	25 feet	30 feet
• Floors	2 stories on slab or over basement	3 stories on lots greater than 35,000 sf; otherwise 2 stories
Permitted uses	Single family residence and accessory structures**	Single family residence and accessory structures**

*Includes Lots 1, 2 and 24.

**Accessory structures may have a trellis or canopy attached to the principal dwelling.

CLV199541

00544

2772

DEVELOPMENT STANDARDS

BASIC DEVELOPMENT STANDARDS

ITEM	MINIMUM	MAXIMUM	REMARKS
1. LOT AREA	10,000 SQ. FT.	100,000 SQ. FT.	
2. LOT WIDTH	30 FT.	100 FT.	
3. LOT DEPTH	100 FT.	300 FT.	
4. LOT AREA PER ACRE	43,560 SQ. FT.	43,560 SQ. FT.	
5. LOT AREA PER ACRE	43,560 SQ. FT.	43,560 SQ. FT.	
6. LOT AREA PER ACRE	43,560 SQ. FT.	43,560 SQ. FT.	
7. LOT AREA PER ACRE	43,560 SQ. FT.	43,560 SQ. FT.	
8. LOT AREA PER ACRE	43,560 SQ. FT.	43,560 SQ. FT.	
9. LOT AREA PER ACRE	43,560 SQ. FT.	43,560 SQ. FT.	
10. LOT AREA PER ACRE	43,560 SQ. FT.	43,560 SQ. FT.	

BASIC DEVELOPMENT STANDARDS (CONT.)

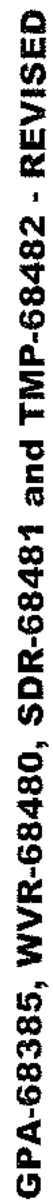
ITEM	MINIMUM	MAXIMUM	REMARKS
11. LOT AREA PER ACRE	43,560 SQ. FT.	43,560 SQ. FT.	
12. LOT AREA PER ACRE	43,560 SQ. FT.	43,560 SQ. FT.	
13. LOT AREA PER ACRE	43,560 SQ. FT.	43,560 SQ. FT.	
14. LOT AREA PER ACRE	43,560 SQ. FT.	43,560 SQ. FT.	
15. LOT AREA PER ACRE	43,560 SQ. FT.	43,560 SQ. FT.	
16. LOT AREA PER ACRE	43,560 SQ. FT.	43,560 SQ. FT.	
17. LOT AREA PER ACRE	43,560 SQ. FT.	43,560 SQ. FT.	
18. LOT AREA PER ACRE	43,560 SQ. FT.	43,560 SQ. FT.	
19. LOT AREA PER ACRE	43,560 SQ. FT.	43,560 SQ. FT.	
20. LOT AREA PER ACRE	43,560 SQ. FT.	43,560 SQ. FT.	

BASIC DEVELOPMENT STANDARDS (CONT.)

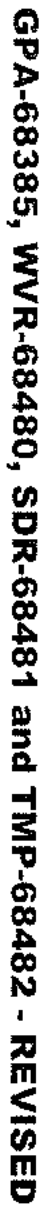
ITEM	MINIMUM	MAXIMUM	REMARKS
21. LOT AREA PER ACRE	43,560 SQ. FT.	43,560 SQ. FT.	
22. LOT AREA PER ACRE	43,560 SQ. FT.	43,560 SQ. FT.	
23. LOT AREA PER ACRE	43,560 SQ. FT.	43,560 SQ. FT.	
24. LOT AREA PER ACRE	43,560 SQ. FT.	43,560 SQ. FT.	
25. LOT AREA PER ACRE	43,560 SQ. FT.	43,560 SQ. FT.	
26. LOT AREA PER ACRE	43,560 SQ. FT.	43,560 SQ. FT.	
27. LOT AREA PER ACRE	43,560 SQ. FT.	43,560 SQ. FT.	
28. LOT AREA PER ACRE	43,560 SQ. FT.	43,560 SQ. FT.	
29. LOT AREA PER ACRE	43,560 SQ. FT.	43,560 SQ. FT.	
30. LOT AREA PER ACRE	43,560 SQ. FT.	43,560 SQ. FT.	

BASIC DEVELOPMENT STANDARDS (CONT.)

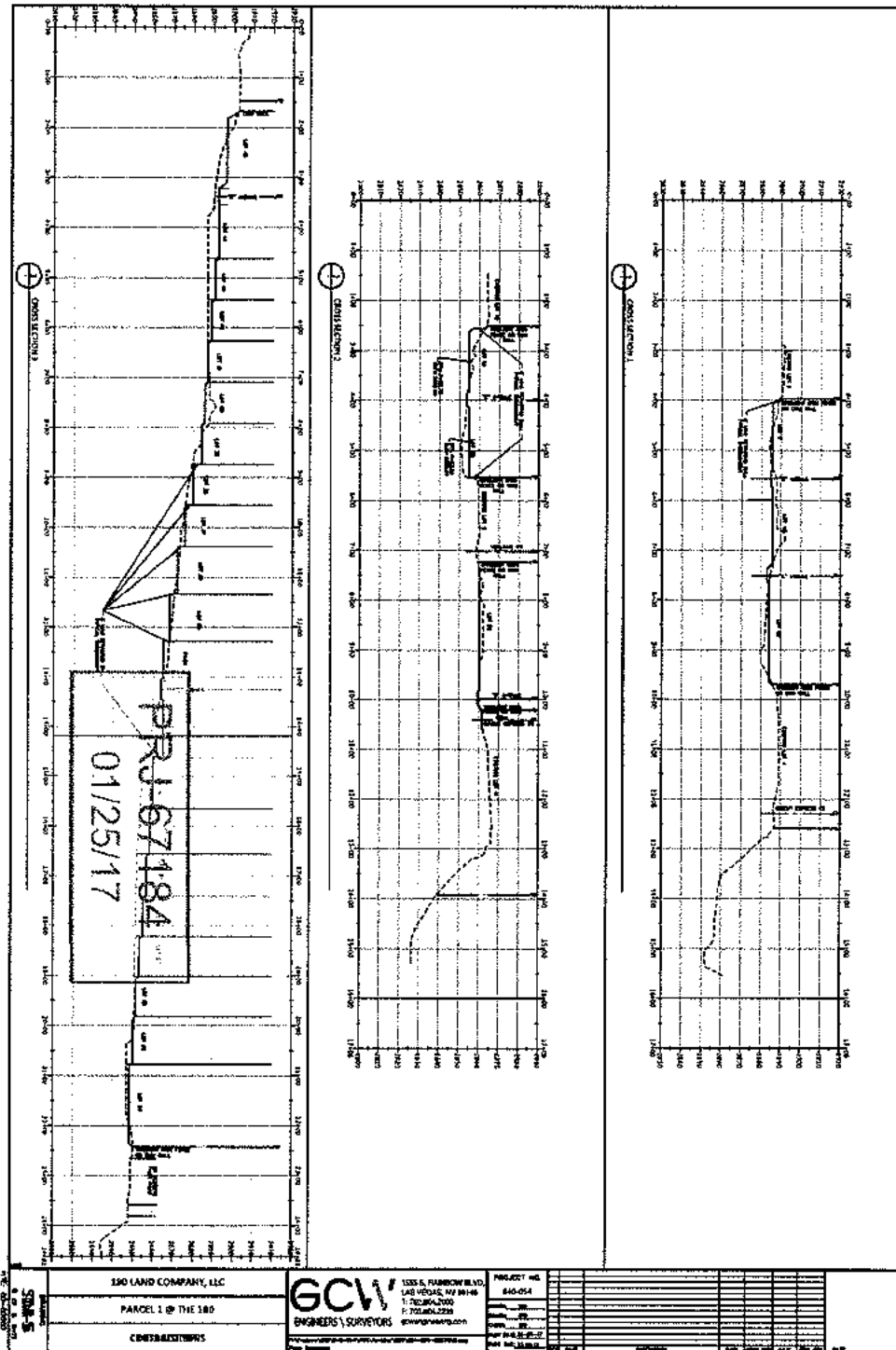
ITEM	MINIMUM	MAXIMUM	REMARKS
31. LOT AREA PER ACRE	43,560 SQ. FT.	43,560 SQ. FT.	
32. LOT AREA PER ACRE	43,560 SQ. FT.	43,560 SQ. FT.	
33. LOT AREA PER ACRE	43,560 SQ. FT.	43,560 SQ. FT.	
34. LOT AREA PER ACRE	43,560 SQ. FT.	43,560 SQ. FT.	
35. LOT AREA PER ACRE	43,560 SQ. FT.	43,560 SQ. FT.	
36. LOT AREA PER ACRE	43,560 SQ. FT.	43,560 SQ. FT.	
37. LOT AREA PER ACRE	43,560 SQ. FT.	43,560 SQ. FT.	
38. LOT AREA PER ACRE	43,560 SQ. FT.	43,560 SQ. FT.	
39. LOT AREA PER ACRE	43,560 SQ. FT.	43,560 SQ. FT.	
40. LOT AREA PER ACRE	43,560 SQ. FT.	43,560 SQ. FT.	



2774



GPA-68385, WVR-68480, SDR-68481 and TMP-68482 - REVISED





January 24, 2017

Mr. Tom Perrigo
City of Las Vegas Department of Planning
333 North Rancho Drive
Las Vegas, Nevada 89106

Revised Justification Letter for Waiver on 34.07 acre portion of Parcel No. 138-31-702-002

Dear Mr. Perrigo,

We are requesting a waiver allowing for 32' private streets (pursuant to the Fire Department's requirement) in addition to:

- on one side a 7' easement on the adjacent lots that will contain a 3' landscape separation back of curb and a 4' sidewalk; and,
- on the other side a 5' landscape easement on the adjacent lots

The above provides for a total street section of 44'.

The above street section is generally similar to the private street section in the adjacent San Michelle subdivision located in the adjacent Queensridge (not a part of this property).

The above comparative private street sections, in addition to the City standard section, are reflected on the attached. The City's standard section contains sidewalk on each side of the street which is not warranted in this application's streets due to the small number of lots in this subdivision.

Thank you for your consideration.

Sincerely yours,


Yohan Lowie,

as Manager of EHB Companies LLC,

the Manager of 160 Land Company LLC

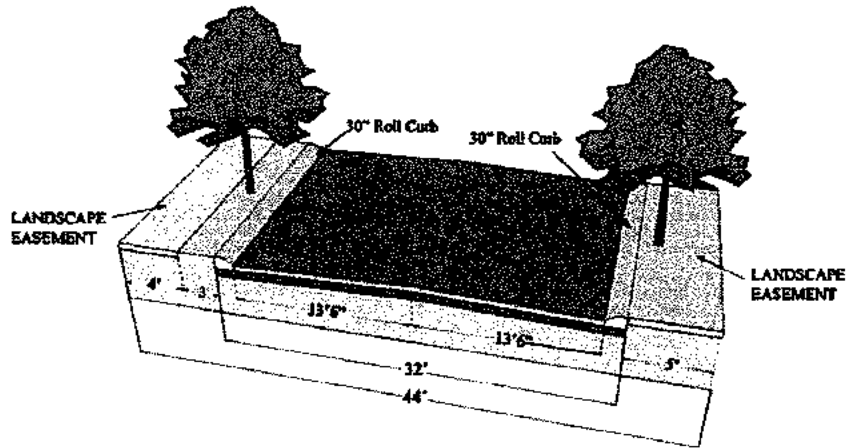
p 702-940-6930 f 702-940-6931 1215 S. Fort Apache Drive, Suite 120 Las Vegas, NV 89117 ehbcompanies.com

WVR-68480 - REVISED

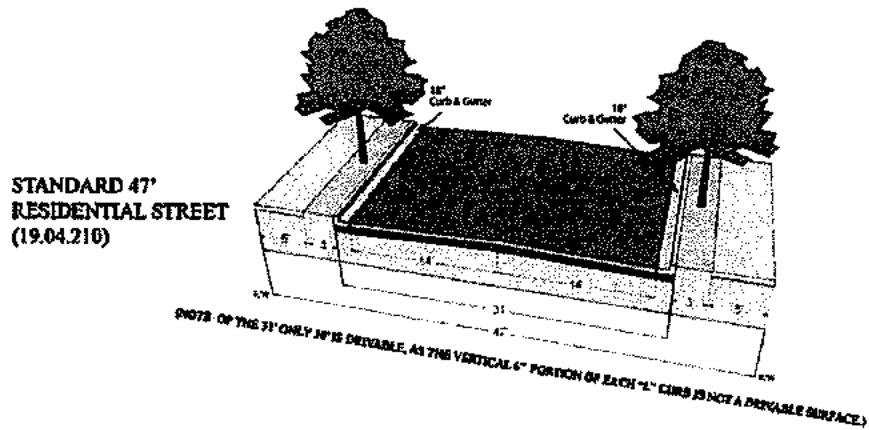
PRJ-67184
01/25/17

CLV199497
00551

2779



PARCEL 1 @ 180 RESIDENTIAL STREET



San Michelle
RESIDENTIAL STREET
(19.04.210)



WVR-68480 - REVISED

CLV199498
00552

EXHIBIT KK

EXHIBIT KK



DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Development Agreement
 Project Address (Location) S.Rampart Blvd. / W.Charleston Blvd. / Hualapai Way / Alta Dr.
 Project Name The Two Fifty Proposed Use _____
 Assessor's Parcel #(s) See parcel numbers listed below* Ward # 2
 General Plan: existing PROS proposed _____ Zoning: existing R-PD7 proposed _____
 Commercial Square Footage _____ Floor Area Ratio _____
 Gross Acres 178.27 Lots/Units 5 Density _____
 Additional Information * 138-31-201-005; 138-31-601-008; 138-31-702-003; 138-31-702-004; 138-31-801-002

PROPERTY OWNER 180 Land Co LLC Contact Frank Pankratz
 Address 1215 South Fort Apache Rd., Suite #120 Phone: (702) 940-8930 Fax: (702) 940-8931
 City Las Vegas State Nevada Zip 89117
 E-mail Address Frank@ehbcompanies.com

APPLICANT 180 Land Co LLC Contact Frank Pankratz
 Address 1215 South Fort Apache Rd., Suite #120 Phone: (702) 940-8930 Fax: (702) 940-8931
 City Las Vegas State Nevada Zip 89117
 E-mail Address Frank@ehbcompanies.com

REPRESENTATIVE GCW, Inc. Contact Cindie Gee
 Address 1555 South Rainbow Blvd. Phone: (702) 804-2107 Fax: (702) 804-2290
 City Las Vegas State Nevada Zip 89146
 E-mail Address cgee@gcwengineering.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete applications may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the owner or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* _____
 * An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.
 Print Name Frank Pankratz, Mgr. of EHB Companies LLC, the Mgr. of 180 Land Co LLC

Subscribed and sworn before me
 This 22 day of May, 20 17.
Jennifer Knighton

Notary Public in and for said County and State



Revised 03/28/16

FOR DEPARTMENT USE ONLY

Case # **DIR-70539**
 Meeting Date: _____
 Total Fee: _____
 Date Received: ⁴ _____
 Received By: _____

The applicant will not be final until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the zoning Ordinance.

CLV180582
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2782



DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Development Agreement
 Project Address (Location) S.Rampart Blvd. / W.Charleston Blvd. / Hualapai Way / Alla Dr.
 Project Name The Two Fifty Proposed Use _____
 Assessor's Parcel #(s) 138-31-801-003; 138-32-301-007 Ward # 2
 General Plan: existing PROS proposed _____ Zoning: existing R-PD7 proposed _____
 Commercial Square Footage _____ Floor Area Ratio _____
 Gross Acres 53.03 Lots/Units 2 Density _____
 Additional Information _____

PROPERTY OWNER Seventy Acres LLC Contact Frank Pankratz
 Address 1215 South Fort Apache Rd., Suite #120 Phone: (702) 940-8930 Fax: (702) 940-8931
 City Las Vegas State Nevada Zip 89117
 E-mail Address Frank@ehbcompanies.com

APPLICANT Seventy Acres LLC Contact Frank Pankratz
 Address 1215 South Fort Apache Rd., Suite #120 Phone: (702) 940-8930 Fax: (702) 940-8931
 City Las Vegas State Nevada Zip 89117
 E-mail Address Frank@ehbcompanies.com

REPRESENTATIVE GCW, Inc. Contact Cindie Gee
 Address 1555 South Rainbow Blvd. Phone: (702) 804-2107 Fax: (702) 804-2289
 City Las Vegas State Nevada Zip 89146
 E-mail Address cgee@gcwengineering.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete applications may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature*

*An authorized agent may sign on behalf of the property owner for Final Maps, Tentative Maps, and Aerial Maps.

Print Name Frank Pankratz, Mgr. of EHB Companies LLC the Mgr. of Seventy Acres LLC

Subscribed and sworn before me

This 22 day of May, 20 17
Jennifer Knighton

Notary Public in and for said County and State

Revised 03/28/16



FOR DEPARTMENT USE ONLY

Case # **DIR-70539**

Meeting Date:

Total Fee:

Date Received:*

Received By:

*The applicant has been notified by the Department of Planning that the application materials have been reviewed by the Department of Planning for consistency with applicable provisions of the Zoning Ordinance.

CLV180583
00554

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DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Development Agreement
 Project Address (Location): S.Rampart Blvd. / W.Charleston Blvd. / Hualapai Way / Alta Dr.
 Project Name: The Two Fifty Proposed Use: _____
 Assessor's Parcel #(s): 138-32-301-005 Ward #: 2
 General Plan: existing M proposed _____ Zoning: existing R-3 proposed _____
 Commercial Square Footage: _____ Floor Area Ratio: _____
 Gross Acres: 17.49 Lots/Units: 1 Density: _____
 Additional Information: This respective General Plan, Zoning and SDR for this parcel was approved at City Council on 2-15-17 by
GPA-62387, ZON-62392 & SDR-62393.

PROPERTY OWNER Seventy Acres LLC Contact: Frank Pankratz
 Address: 1215 South Fort Apache Rd., Suite #120 Phone: (702) 940-8930 Fax: (702) 940-8931
 City: Las Vegas State: Nevada Zip: 89117
 E-mail Address: Frank@ehbcompanies.com

APPLICANT Seventy Acres LLC Contact: Frank Pankratz
 Address: 1215 South Fort Apache Rd., Suite #120 Phone: (702) 940-8930 Fax: (702) 940-8931
 City: Las Vegas State: Nevada Zip: 89117
 E-mail Address: Frank@ehbcompanies.com

REPRESENTATIVE GCW, Inc. Contact: Cindie Gee
 Address: 1555 South Rainbow Blvd. Phone: (702) 804-2107 Fax: (702) 804-2298
 City: Las Vegas State: Nevada Zip: 89146
 E-mail Address: cgee@gcwengineering.com

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 Print Name: Frank Pankratz, Mgr. of EHB Companies LLC, the Mgr. of Seventy Acres LLC

Subscribed and sworn before me
 This 22 day of May, 20 17
Jennifer Knighton

Notary Public in and for said County and State

Revised 03/28/16



FOR DEPARTMENT USE ONLY

Case # DIR-70539
 Meeting Date: _____
 Total Fee: _____
 Date Received: * _____
 Received By: _____

* The application fee does not include complex until the required materials have been reviewed by the Department of Planning for compliance with applicable portions of the Zoning Ordinance.

CLV180584
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DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Development Agreement
 Project Address (Location) S.Rampart Blvd. / W.Charleston Blvd. / Hualapai Way / Alta Dr.
 Project Name The Two Fifty Proposed Use _____
 Assessor's Parcel #(s) 138-32-202-001 Ward # 2
 General Plan: existing PROS proposed _____ Zoning: existing R-PD7 proposed _____
 Commercial Square Footage _____ Floor Area Ratio _____
 Gross Acres 2.13 Lots/Units 1 Density _____
 Additional Information _____

PROPERTY OWNER Fore Stars, Ltd. Contact Frank Pankratz
 Address 1215 South Fort Apache Rd., Suite #120 Phone: (702) 940-6930 Fax: (702) 940-6931
 City Las Vegas State Nevada Zip 89117
 E-mail Address Frank@ehbcompanies.com

APPLICANT Fore Stars, Ltd. Contact Frank Pankratz
 Address 1215 South Fort Apache Rd., Suite #120 Phone: (702) 940-6930 Fax: (702) 940-6931
 City Las Vegas State Nevada Zip 89117
 E-mail Address Frank@ehbcompanies.com

REPRESENTATIVE GCW, Inc. Contact Cindie Gee
 Address 1555 South Rainbow Blvd. Phone: (702) 804-2107 Fax: (702) 804-2299
 City Las Vegas State Nevada Zip 89146
 E-mail Address cgee@gcwengineering.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete applications may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* _____
 *An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.
 Print Name Frank Pankratz, Mgr. of EHB Companies, LLC, the Mgr. of Fore Stars, Ltd.

Subscribed and sworn before me
 This 22 day of May, 20 17.
Jennifer Knighton

Notary Public in and for said County and State



Revised 01/28/16

FOR DEPARTMENT USE ONLY

Case # **DIR-70539**
 Meeting Date: _____
 Total Fee: _____
 Date Received: * _____
 Received By: _____

The application fee has been received and the application is being reviewed by the Department of Planning for consistency with applicable laws of the City of Las Vegas.

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DEVELOPMENT AGREEMENT

FOR

THE TWO FIFTY

PRJ-70542
06/06/17

DIR-70539 - REVISED

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EXHIBITS

- A. Property Legal Description
- B. Master Land Use Plan with Development Areas
- C. The Two Fifty Design Guidelines, Development Standards and Permitted Uses
- D. Development Phasing
- E. UDC as of the Effective Date

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2017 by and between the **CITY OF LAS VEGAS**, a municipal corporation of the State of Nevada ("City") and **180 LAND CO LLC**, a Nevada limited liability company ("Master Developer"). The City and Master Developer are sometimes individually referred to as a "Party" and collectively as the "Parties".

RECITALS

A. City has authority, pursuant to NRS Chapter 278 and Title 19 of the Code, to enter into development agreements such as this Agreement, with persons having a legal or equitable interest in real property to establish long-range plans for the development of such property.

B. The City has taken no actions to cause, nor has ever intended to cause NRS 278A to apply to the Property as defined herein. As such, this Agreement is not subject to NRS 278A.

C. Seventy Acres LLC, a Nevada limited liability company ("Seventy Acres"), Fore Stars, LTD., a Nevada limited liability company ("Fore Stars") and 180 Land Co LLC, a Nevada limited liability company ("180 Land") are the owners (Seventy Acres, Fore Stars and 180 Land each individually an "Owner" and collectively the "Owners") of the Property described on **Exhibit "A"** attached hereto (collectively the "Property").

D. The Property is the land on which the golf course, known as the Badlands, was previously operated.

E. The Parties have concluded, each through their separate and independent research, that the golf course industry is struggling resulting in significant numbers of golf course closures across the country.

F. The golf course located on the Property has closed and the land will be repurposed in a manner that is complementary and compatible to the adjacent uses with a combination of residential lots and luxury multifamily development, including the option for assisted living units, a non-gaming boutique hotel, and, ancillary commercial uses.

G. The Property contains four (4) development areas, totaling two hundred fifty and ninety-two hundredths (250.92) acres (hereinafter referred to as "The Two Fifty"), as shown on **Exhibit "B"**

PRJ-70542
06/06/17

attached hereto.

H. A General Plan Amendment (GPA-62387), Zone Change (ZON-62392) and Site Development Plan Review (SDR-62393) were approved for Development Area 1 (covering 17.49 acres of the Property) for four hundred thirty-five (435) for sale, luxury multifamily units. Because Development Area 1 has already been entitled, neither its acreage, nor its units, are included in the density calculations for the balance of the Property provided for herein. However, the total units approved on the Property will be factored into the respective portions of the Master Studies.

I. The Parties acknowledge and agree that the Property is zoned R-PD7 which allows for the development of the densities provided for herein.

J. The Parties desire to enter into a Development Agreement for the development of the Property in phases and in conformance with the requirements of NRS Chapter 278, and as otherwise permitted by law.

K. Seventy Acres and Fore Stars irrevocably appoint Master Developer to act for and on behalf of Seventy Acres and Fore Stars, as their agent, to do all things necessary to fulfill Seventy Acres, Fore Stars and Master Developer's obligations under this Agreement.

L. The Property shall be developed as the market demands, in accordance with this Agreement, and at the sole discretion of Master Developer.

M. The Parties acknowledge that this Agreement will (i) promote the health, safety and general welfare of City and its inhabitants, (ii) minimize uncertainty in the planning for and development of the Property and minimize uncertainty for the surrounding area, (iii) ensure attainment of the maximum efficient utilization of resources within City at the least economic cost to its citizens, and (iv) otherwise achieve the goals and purposes for which the laws governing development agreements were enacted.

N. The Parties further acknowledge that this Agreement will provide the owners of adjacent properties with the assurance that the development of the Property will be compatible and complimentary to the existing adjacent developments in accordance with the Design Guidelines, Development Standards and Permitted Uses ("Design Guidelines") attached hereto as **Exhibit "C"**.

O. As a result of the development of the Property, City will receive needed jobs, sales and other tax revenues and significant increases to its real property tax base. City will additionally receive a

greater degree of certainty with respect to the phasing, timing and orderly development of the Property by a developer with significant experience in the development process.

P. Master Developer desires to obtain reasonable assurances that it may develop the Community in accordance with the terms, conditions and intent of this Agreement. Master Developer's decision to enter into this Agreement and commence development of the Community is based on expectations of proceeding, and the right to proceed, with the Community in accordance with this Agreement and the Applicable Rules.

Q. Master Developer further acknowledges that this Agreement was made a part of the record at the time of its approval by the City Council and that Master Developer agrees without protest to the requirements, limitations, and conditions imposed by this Agreement.

R. The City Council, having determined that this Agreement is in conformance with all substantive and procedural requirements for approval of this Agreement, and after giving notice as required by the relevant law, and after introducing this Agreement by ordinance at a public hearing on _____, 2017, and after a subsequent public hearing to consider the substance of this Agreement on _____, 2017, the City Council found this Agreement to be in the public interest and lawful in all respects, and approved the execution of this Agreement by the Mayor of the City of Las Vegas.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

SECTION ONE

DEFINITIONS

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following terms shall have the following meanings:

"Affiliate" means (a) any other entity directly or indirectly controlling or controlled by or under direct or indirect common control with another entity and (b) any other entity that beneficially owns at least fifty percent (50%) of the voting common stock or partnership interest or limited liability company interest,

as applicable, of another entity. For the purposes of this definition, "control" when used with respect to any entity, means the power to direct the management and policies of such entity, directly or indirectly, whether through the ownership of voting securities, partnership interests, by contract or otherwise; and the terms "controlling" or "controlled" have meanings correlative to the foregoing.

"Agreement" means this development agreement and at any given time includes all addenda and exhibits incorporated by reference and all amendments which hereafter are duly entered into in accordance with the terms of this Agreement.

"Alcohol Related Uses" means a Beer/Wine/Cooler On-Sale use, Restaurant with Service Bar use, Restaurant with Alcohol use and Lounge Bar as defined by the UDC.

"Applicable Rules" as they relate to this Agreement and the development of the Community include the following:

(a) The provision of the Code and all other uniformly-applied City rules, policies, regulations, ordinances, laws, general or specific, which were in effect on the Effective Date; and

(b) This Agreement and all attachments hereto.

The term "Applicable Rules" does not include any of (i), (ii), or (iii) below, but the Parties understand that they, and the Property, may be subject thereto:

(i) Any ordinances, laws, policies, regulations or procedures adopted by a governmental entity other than City;

(ii) Any fee or monetary payment prescribed by City ordinance which is uniformly applied to all development and construction subject to the City's jurisdiction; or

(iii) Any applicable state or federal law or regulation.

"Authorized Designee" means any person or entity authorized in writing by Master Developer to make an application to the City on the Property.

"Building Codes" means the Building Codes and fire codes, to which the Community is subject to, in effect at the time of issuance of the permit for the particular development activity with respect to the development of the Community.

"CCRFCD" means the Clark County Regional Flood Control District.

"City" means the City of Las Vegas, together with its successors and assigns.

"City Council" means the City of Las Vegas City Council.

"City Infrastructure Improvement Standards" means in their most recent editions and with the most recent amendments adopted by the City, the Standard Drawings for Public Works Construction Off-Property Improvements, Clark County, Nevada; Uniform Standard Specifications for Public Works Construction Off-Property Improvements, Clark County, Nevada; Uniform Regulations for the Control of Drainage and Hydrologic Criteria and Drainage Design Manual, Clark County Regional Flood Control District; Design and Construction Standards for Wastewater Collection Systems of Southern Nevada; and any other engineering, development or design standards and specifications adopted by the City Council. The term includes standards for public improvements and standards for private improvements required under the UDC.

"City Manager" means the person holding the position of City Manager at any time or its designee.

"Code" means the Las Vegas Municipal Code, including all ordinances, rules, regulations, standards, criteria, manuals and other references adopted therein.

"Community" means the Property and any and all improvements constructed thereupon.

"Design Guidelines" means the document prepared by Master Developer entitled Design Guidelines, Development Standards and Permitted Uses, attached hereto as **Exhibit "C"**, and reviewed and approved by City.

"Designated Builder" means any legal entity other than Owner(s) that owns any parcel of real property within the Community, whether prior to or after the Effective Date, provided that such entity is designated as such by Master Developer to City Manager in writing. For purposes of the Applicable Rules, the term "Designated Builder" is intended to differentiate between the Master Developer, Owner(s) and their Affiliates in their capacity as developer and land owner and any other entity that engages in the development of a structure or other improvements on a Development Parcel(s) within the Community. A Designated Builder is not a Party to this Agreement and may not enforce any provisions herein, but upon execution and recordation of this Agreement, a Designated Builder may rely on and be subject to the land use entitlements provided for herein. Designated Builder will work closely with Master Developer to

ensure the Community and/or the Development Parcel(s) owned by Designated Builder is/are developed in accordance with this Agreement.

"Development Area(s)" means the four (4) separate development areas of the Property as shown on the Master Land Use Plan attached hereto as **Exhibit "B"**.

"Development Parcel(s)" means legally subdivided parcel(s) of land within the Community that are intended to be developed or further subdivided.

"Director of Planning" means the Director of the City's Department of Planning or its designee.

"Director of Public Works" means the Director of the City's Department of Public Works or its designee.

"Effective Date" means the date, on or after the adoption by City of an ordinance approving the execution of this Agreement, and the subsequent execution of this Agreement by the Parties, on which this Agreement is recorded in the Office of the County Recorder of Clark County. Each party agrees to cooperate as requested by the other party to cause the recordation of this Agreement without delay.

"Grading Plan, Master Rough" means a plan or plans prepared by a Nevada-licensed professional engineer, also referred to as a Mass Grading Plan, to:

- (a) Specify areas where the Master Developer intends to perform rough grading operations;
- (b) Identify approximate future elevations and grades of roadways, Development Parcels, and drainage areas; and
- (c) Prior to issuance of a permit for a Mass Grading Plan:
 - (i) the Director of Public Works may require an update to the Master Drainage Study to address the impacts of phasing or diverted flows if the Master Drainage Study does not contain sufficient detail for that permit; and,
 - (ii) Master Developer shall submit the location(s) and height(s) of stockpiles in conjunction with its respective grading permit submittal(s)/application(s).
- (d) The Master Rough Grading Plan shall be reviewed by the Director of Public

Works for conformance to the grading and drainage aspects of the approved Master Drainage Study.

"Grading Plan", which accompanies the Technical Drainage Study, means a detailed grading plan for a development site within the Community, created pursuant to the UDC, to further define the grading within Development Parcels, as identified in the Master Drainage Study, to a level of detail sufficient to support construction drawings, in accordance with the CCRFCD Hydrologic Criteria and Drainage Design Manual.

"HOA or Similar Entity" means any unit owners' association organized pursuant to NRS 116.3101, that is comprised of owners of residential dwelling units, lots or parcels in the Community, or portions thereof, created and governed by a declaration (as defined by NRS 116.037), formed for the purpose of managing, maintaining and repairing all common areas transferred to it or managed by it for such purposes.

"Investment Firm" means an entity whose main business is holding securities of other companies, financial instruments or property purely for investment purposes, and includes by way of example, and not limitation, Venture Capital Firms, Hedge Funds, and Real Estate Investment Trusts.

"LVVWD" means the Las Vegas Valley Water District.

"Master Developer" means 180 Land Co LLC, a Nevada limited liability company, and its successors and assigns as permitted by the terms of this Agreement.

"Master Drainage Study" means the comprehensive hydrologic and hydraulic study, including required updates only if deemed necessary by the City, to be approved by the Director of Public Works prior to the issuance of any permits, excepting grub and clear permits outside of FEMA designated flood areas and/or demolition permits for the Property, or the recordation of any map.

"Master Land Use Plan" means the Master Land Use Plan for the Community, which is Exhibit "B".

"Master Sanitary Sewer Study" means the comprehensive sanitary sewer study to be approved by the Director of Public Works prior to the issuance of any permits, excepting grub and clear permits outside of FEMA designated flood areas and/or demolition permits for the Property, or the recordation of any map, including updates only if deemed necessary by the City where changes from those reflected in the approved Master Sanitary Sewer Study's approved densities or layout of the development are

proposed that would impact downstream pipeline capacities and that may result in additional required Off-Property sewer improvements.

"Master Studies" means the Master Traffic Study, Master Sanitary Sewer Study and the Master Drainage Study.

"Master Traffic Study" means the comprehensive traffic study, including updates only if deemed necessary by the City, with respect to this Property to be approved by the Director of Public Works prior to the issuance of any permits, excepting grub and clear permits outside of FEMA designated flood areas and/or demolition permits, or the recordation of any map.

"Master Utility Improvements" means those water, sanitary sewer, storm water drainage, power, street light and natural gas improvements within and directly adjacent to the Property necessary to serve the proposed development of the Community other than those utility improvements to be located within individual Development Parcels. All public sewer, streetlights, traffic signals, associated infrastructures and public drainage located outside of public right-of-way must be within public easements in conformance with City of Las Vegas Code Title 20, or pursuant to an approved variance application if necessary to allow public easements within private property and/or private drives of the HOA or Similar Entity or of the Development Parcels.

"Master Utility Plan" means a conceptual depiction of all existing and proposed utility alignments, easements or otherwise, within and directly adjacent to the Property necessary to serve the proposed development of the Community, other than those utility improvements to be located within individual Development Parcels. The Master Developer shall align all proposed utilities within proposed public rights-of-way and/or within public utility easements when reasonable and, if applicable, will dedicate such rights-of-way to the City before granting utility easements to specific utility companies, and Master Developer shall separately require any Authorized Designee to disclose the existence of such facilities located on (or in the vicinity of) any affected residential lots, and easements necessary for existing and future LVVWD water transmission mains.

"NRS" means the Nevada Revised Statutes, as amended from time to time.

"Off-Property" means outside of the physical boundaries of the Property.

"Off-Property Improvements," as this definition relates to the Master Studies, means infrastructure

improvements located outside the Property boundaries required by the Master Studies or other governmental entities to be completed by the Master Developer due to the development of the Community.

"On-Property" means within the physical boundaries of the Property.

"On-Property Improvements," as this definition relates to the Master Studies, means infrastructure improvements located within the Property boundaries required by the Master Studies or other governmental entities, to be completed by the Master Developer due to the development of the Community.

"Owner" has the meaning as defined in Recital C.

"Party," when used in the singular form, means Master Developer, an Owner (as defined in Recital C) or City and in the plural form of "Parties" means Master Developer, Owners and City.

"Planning Commission" means the City of Las Vegas Planning Commission.

"Planning Department" means the Department of Planning of the City of Las Vegas.

"Property" means that certain two hundred fifty and ninety-two hundredths (250.92) gross acres of real property which is the subject of this Agreement. The legal description of the Property is set forth in Exhibit "A".

"Technical Drainage Study(s)" means comprehensive hydrologic study(s) prepared under the direction of and stamped by a Nevada-licensed professional engineer that must comply with the CCRFCD drainage manual. Technical Drainage Study(s) shall be approved by the Director of Public Works.

"Term" means the term of this Agreement.

The "Two Fifty Drive" means the roadway identified as the Two Fifty Drive extension, as may also be referred to as the Clubhouse Drive Extension, and as is further addressed in Section 3.01(f)(vii) herein, together with associated curb, gutter, sidewalk, landscaping, underground utility improvements including fiber optic interconnect, streetlights, traffic control signs and signals other than those for which a fee was paid pursuant to Ordinance 5644.

"UDC" means the Unified Development Code as of the Effective Date of this Agreement attached hereto as Exhibit "E".

"Water Feature" means one or more items from a range of fountains, ponds (including irrigation

ponds), cascades, waterfalls, and streams used for aesthetic value, wildlife and irrigation purposes from effluent and/or privately owned ground water.

SECTION TWO

APPLICABLE RULES AND CONFLICTING LAWS

2.01. Reliance on the Applicable Rules. City and Master Developer agree that Master Developer will be permitted to carry out and complete the development of the Community in accordance with the terms of this Agreement and the Applicable Rules. The terms of this Agreement shall supersede any conflicting provision of the City Code except as provided in Section 2.02 below.

2.02. Application of Subsequently Enacted Rules by the City. The City shall not amend, alter or change any Applicable Rule as applied to the development of the Community, or apply a new fee, rule, regulation, resolution, policy or ordinance to the development of the Community, except as follows:

(a) The development of the Community shall be subject to the Building Codes and fire codes in effect at the time of issuance of the permit for the particular development activity.

(b) The application of a new uniformly-applied rule, regulation, resolution, policy or ordinance to the development of the Community is permitted, provided that such action is necessary to protect the health, safety and welfare of City residents.

(c) Nothing in this Agreement shall preclude the application to the Community of new or changed rules, regulations, policies, resolutions or ordinances specifically mandated and required by changes in state or federal laws or regulations. In such event, the provisions of Section 2.03 through 2.05 of this Agreement are applicable.

(d) Should the City adopt or amend rules, regulations, policies, resolutions or ordinances and apply such rules to the development of the Community, other than pursuant to one of the above Sections 2.02(a), 2.02(b) or 2.02(c), the Master Developer shall have the option, in its sole discretion, of accepting such new or amended rules by giving written notice of such acceptance to City. City and the Master Developer shall subsequently execute an amendment to this Agreement evidencing the Master Developer's acceptance of the new or amended ordinance, rule, regulation or policy within a

reasonable time.

2.03. Conflicting Federal or State Rules. In the event that any federal or state laws or regulations prevent or preclude compliance by City or Master Developer with one or more provisions of this Agreement or require changes to any approval given by City, this Agreement shall remain in full force and effect as to those provisions not affected, and:

(a) Notice of Conflict. Either Party, upon learning of any such matter, will provide the other Party with written notice thereof and provide a copy of any such law, rule, regulation or policy together with a statement of how any such matter conflicts with the provisions of this Agreement; and

(b) Modification Conferences. The Parties shall, within thirty (30) calendar days of the notice referred to in the preceding subsection, meet and confer in good faith and attempt to modify this Agreement to bring it into compliance with any such federal or state law, rule, regulation or policy.

2.04. City Council Hearings. In the event either Party believes that an amendment to this Agreement is necessary due to the effect of any federal or state law, rule, regulation or policy, the proposed amendment shall be scheduled for hearing before the City Council. The City Council shall determine the exact nature of the amendment necessitated by such federal or state law or regulation. Master Developer shall have the right to offer oral and written testimony at the hearing. Any amendment ordered by the City Council pursuant to a hearing contemplated by this Section, if appealed, is subject to judicial review. The Parties agree that any matter submitted for judicial review shall be subject to expedited review in accordance with Rule 2.15 of the Eighth Judicial District Court of the State of Nevada.

2.05. City Cooperation.

(a) City shall cooperate with Master Developer in securing any City permits, licenses or other authorizations that may be required as a result of any amendment resulting from actions initiated under Section 2.04.

(b) As required by the Applicable Rules, Master Developer shall be responsible to pay all applicable fees in connection with securing of such permits, licenses or other authorizations.

(c) Permits issued to Master Developer shall not expire so long as work progresses as determined by the City's Director of Building and Safety.

SECTION THREE

PLANNING AND DEVELOPMENT OF THE COMMUNITY

3.01. Permitted Uses, Density, and Height of Structures. Pursuant to NRS Chapter 278, this Agreement sets forth the permitted uses, density and maximum height of structures to be constructed in the Community for each Development Area within the Community.

(a) Maximum Residential Units Permitted. The maximum number of residential dwelling units allowed within the Community, as shown on **Exhibit B**, is two thousand one hundred sixty-nine (2,169) units, with four hundred thirty-five (435) for sale, multifamily residential units in Development Area 1, one thousand six hundred sixty-nine (1,669) multifamily residential units, including the option for assisted living units, in Development Area 2 and Development Area 3 combined, and a maximum of sixty-five (65) residential lots in Development Area 4.

(b) Permitted Uses and Types.

(i) The Community is planned for a mix of single family residential homes and multi-family residential homes including mid-rise tower residential homes.

(ii) Assisted living facility(ies), as defined by Code, may be developed within Development Area 2 or Development Area 3.

(iii) A non-gaming boutique hotel with up to one hundred thirty (130) rooms, with supporting facilities and associated ancillary uses, shall be allowed in Development Area 2 or Development Area 3. Prior to construction, a Site Development Plan Review shall be submitted and approved.

(iv) To promote a pedestrian friendly environment, in Development Areas 2 and 3, additional commercial uses that are ancillary to multifamily residential uses shall be permitted. Ancillary commercial uses shall be similar to, but not limited to, general retail uses and restaurant uses. The number and size of ancillary commercial uses shall be evaluated at the time of submittal for a Site Development Plan Review. Ancillary commercial uses, associated with the multifamily uses, shall be limited to Development Areas 2 and 3, and shall be limited to a total of fifteen thousand (15,000) square feet across Development Areas 2 and 3 with no single use greater than four thousand (4,000) square

feet. It is the intent that the ancillary commercial will largely cater to the residences of Development Areas 1, 2 and 3 to be consistent with an environment that helps promote a walkable community. Any reference to ancillary commercial does not include the leasing, sales, management, and maintenance offices and facilities related to the multifamily.

(v) Water Features shall be allowed in the Community, even if City enacts a future ordinance or law contrary to this Agreement.

(vi) Uses allowed within the Community are listed in the Design Guidelines attached as **Exhibit "C"**.

(vii) The Parties acknowledge that watering the Property may be continued or discontinued, on any portion or on all of the Property, at and for any period of time, or permanently, at the discretion of the Master Developer. If discontinued, Master Developer shall comply with all City Code requirements relating to the maintenance of the Property and comply with Clark County Health District regulations and requirements relating to the maintenance of the Property, which may necessitate Master Developer's watering and rough mowing the Property, or at Master Developer's election to apply for and acquire a clear and grub permit and/or demolition permits for the Property outside of FEMA designated flood areas (and within FEMA designated flood areas if approved by FEMA), subject to all City laws and regulations. Notwithstanding, Master Developer will use best efforts to continue to water the Property until such time as construction activity is commenced in a given area.

(viii) Pursuant to its general authority to regulate the sale of alcoholic beverages, the City Council declares that the public health, safety and general welfare of the Community are best promoted and protected by requiring that a Special Use Permit be obtained for certain Alcohol Related Uses as outlined in the Design Guidelines attached as **Exhibit "C"**. If a Special Use Permit is required, it shall be in accordance with the requirements of this Section and Las Vegas Municipal Code Section 19.16.110. The Parties agree that Master Developer may apply for Alcohol Related Uses and Alcohol Related Uses shall have no specified spacing requirements between similar and protected uses.

(c) Density. Master Developer shall have the right to determine the number of residential units to be developed on any Development Parcel up to the maximum density permitted in each Development Area. Notwithstanding the foregoing, the maximum density permitted in Development

Area 1 shall be a maximum of four hundred thirty-five (435) for sale, multifamily residential units; Development Areas 2 and 3 combined shall be a maximum of one thousand six hundred sixty-nine (1,669) multifamily residential units, including the option for assisted living units; and Development Area 4 shall be a maximum of sixty-five (65) residential lots. In Development Area 4, residential lots will be a minimum one-half (1/2) gross acres in Section A shown on **Exhibit B**. All other lots within Development Area 4 will be a minimum of two (2) gross acres.

(d) Maximum Height and Setbacks. The maximum height and setbacks shall be governed by the Code except as otherwise provided for in the Design Guidelines attached as **Exhibit "C"**.

(e) Residential Mid-Rise Towers in Development Area 2. Master Developer shall have the right to develop two (2) residential mid-rise towers within Development Area 2. The mid-rise tower locations shall be placed so as to help minimize the impact on the view corridors to the prominent portions of the Spring Mountain Range from the existing residences in One Queensridge Place. As provided in the Design Guidelines attached as **Exhibit "C"**, each of the two (2) mid-rise towers may be up to one hundred fifty (150) feet in height.

(f) Phasing.

(i) The Community shall be developed as outlined in the Development Phasing **Exhibit "D"**.

(ii) The Development Areas' numerical designations are not intended and should not be construed to be the numerical sequence or phase of development within the Community.

(iii) Development Area 4's Sections A-G, as shown on **Exhibit B**, are not intended and should not be construed to be the alphabetical sequence or phase of development within Development Area 4.

(iv) The Property shall be developed as the market demands, in accordance with this Agreement, and at the sole discretion of Master Developer.

(v) Portions of the Property are located within the Federal Emergency Management Agency ("FEMA") Flood Zone.

(1) Following receipt from FEMA of a Conditional Letter of Map

Revision ("CLOMR") and receipt of necessary City approvals and permits, Master Developer may begin construction in Development Areas 1, 2 and 3, including but not limited to, the mass grading, the drainage improvements, including but not limited to the installation of the open drainage channels and/or box culverts, and the installation of utilities. Notwithstanding, Master Developer may begin and complete any construction prior to receipt of the CLOMR in areas outside of the FEMA Flood Zone, following receipt of the necessary permits and approvals from City.

(2) In Development Area 4 in areas outside of the FEMA Flood Zone, Master Developer may begin and complete any construction, as the market demands, and at the sole discretion of the Master Developer, following receipt of necessary City approvals and permits.

(3) In Development Area 4 in areas within the FEMA Flood Zone, construction, including but not limited to, mass grading, drainage improvements, including but not limited to the installation of the open drainage channels and/or box culverts, and the sewer and water mains may commence only after receipt of the CLOMR related to these areas and receipt of necessary City approvals and permits.

(vi) Master Developer and City agree that prior to the approval for construction of the seventeen hundredth (1,700th) residential unit, by way of a building permit issuance or group of building permit issuance that would encapsulate the construction of the seventeen hundredth (1,700th) residential unit, Master Developer shall have substantially completed the drainage infrastructure required in Development Area 4. For clarification, the completion of the aforementioned drainage infrastructure required in Development Area 4 is not a prerequisite to approval for construction, by way of building permit issuance, of the first sixteen hundred ninety-nine (1,699) residential units. For purposes of this subsection, substantial completion of the drainage infrastructure shall mean the installation of the open drainage channels and/or box culverts required pursuant to the City-approved Master Drainage

Study or Technical Drainage Study for Development Area 4.

(vii) The Two Fifty Drive extension, being a new roadway between Development Areas 2 and 3 that will connect Alta Drive and South Rampart Boulevard, shall be completed in accordance with the approved Master Traffic Study and prior to the approval for construction of the fifteen hundredth (1,500th) residential unit, by way of a building permit issuance or group of building permit issuance that would encapsulate the construction of the fourteen hundred and ninety-ninth (1,499th) residential unit. For clarification, the completion of the Two Fifty Drive extension is not a prerequisite to approval for construction, by way of building permit issuance, of the first fourteen hundred and ninety-ninth (1,499th) residential units.

(viii) The Landscape, Parks and Recreation Areas shall be constructed incrementally with development as outlined below in subsection (g).

(ix) In Development Areas 1-3, prior to the commencement of grading and/or commencement of a new phase of building construction, Master Developer shall provide ten (10) days' written notice to adjacent HOAs.

(x) In Development Area 4, prior to the commencement of grading, Master Developer shall provide ten (10) days' written notice to adjacent HOAs.

(g) Landscape, Park, and Recreation Areas. The Property consists of two hundred fifty and ninety-two hundredths (250.92) acres. Master Developer shall landscape and/or amenitize (or cause the same to occur) approximately forty percent (40%) or one hundred (100) acres of the Property, which includes associated parking and adjacent access ways, far in excess of the Code requirements. Master Developer shall construct, or cause the construction of the following:

(i) Development Areas 1, 2 and 3. A minimum of 12.7 acres of landscape, parks, and recreation areas shall be provided throughout the 67.21 acres of Development Areas 1, 2 and 3. The 12.7 acres of landscape, parks, and recreation area will include a minimum of: 2.5 acres of privately-owned park areas open to residents of the Property, Queensridge and One Queensridge Place, and occasionally opened to the public from time to time at Master Developer's sole discretion; 6.2 acres of privately-owned park and landscape areas not open to the public; 4.0 acres of privately-owned recreational amenities not open to the public, including outdoor and indoor areas (hereinafter referred to

as "The Seventy Open Space"). A 1 mile walking loop and pedestrian walkways throughout will be included as part of the 12.7 acres. The layout(s), location(s) and size(s) of the Seventy Open Space shall be reflective in the respective Site Development Plan Review(s) and shall be constructed incrementally in conjunction with the construction of the multifamily units located in Development Areas 1, 2 and 3. The 2.5 acres of privately-owned park area(s) shall be completed prior to the approval for construction of the fifteen hundredth (1,500th) residential unit, by way of a building permit issuance or group of building permit issuance that would encapsulate the construction of the fourteen hundred and ninety-ninth (1,499th) residential unit. For clarification, the completion of 2.5 acres of privately-owned park area(s) is not a prerequisite to approval for construction, by way of building permit issuance, of the first fourteen hundred and ninety-nine (1,499) residential units, by way of a building permit issuance or group of building permit issuance that would encapsulate the construction of the fourteen hundred and ninety-ninth (1,499th) residential unit. The Seventy Open Space shall be maintained and managed by Master Developer's Authorized Designee, the respective HOAs, Sub-HOA or Similar Entity.

(ii) Development Area 4. Because Development Area 4 will have a maximum of only sixty-five (65) residential lots, approximately eighty-seven (87) of its acres will be landscape area. The landscape area, although not required pursuant to the UDC, is being created to maintain a landscape environment in Development Area 4 and not in exchange for higher density in Development Areas 1, 2 or 3. The landscape area will be maintained by individual residential lot owners, an HOA, sub-HOA or Similar Entity, or a combination thereof, pursuant to Section 4 of this Agreement. Upon completion of Development Area 4, there shall be a minimum of seven thousand five hundred (7,500) trees in Development Area 4.

(ii) Master Developer may, at a future date, make application under City of Las Vegas Code Section 4.24.140.

(h) Development Area 3 No Building Structures Zone and Transition Zone. In Development Area 3, there will be a wall, up to ten (10) feet in height, to serve to separate Development Areas 1, 2 and 3 from Development Area 4. The wall will provide gated access points to Development Area 4. Additionally, there will be a seventy-five (75) foot "No Building Structures Zone" easterly from Development Area 3's western boundary within seventy-five (75) feet of the property line of existing

homes adjacent to the Property as of the Effective Date, as shown on **Exhibit "B"**, to help buffer Development Area 3's development from these existing homes immediately adjacent to the particular part of the Property. The No Building Structures Zone will contain landscaping, an emergency vehicle access way that will also act as a pathway, and access drive lanes for passage to/from Development Area 4 through Development Area 3. An additional seventy-five (75) foot "Transition Zone" will be adjacent to the No Building Structures Zone, as shown on **Exhibit B**, wherein buildings of various heights are permitted but the heights of the buildings in the Transition Zone cannot exceed thirty-five (35) feet above the average finished floor of the adjacent existing residences' finished floor outside of the Property as of the Effective Date, in no instance in excess of the parameters of the Design Guidelines. For example, if the average finished floor of an adjacent existing residences, as of the Effective Date, is 2,800 feet in elevation, the maximum building height allowed in the adjacent Transition Zone would be 2,835 feet. Along the western edge of the Transition Zone, architectural design will pay particular attention to the building exterior elevations to take into consideration architectural massing reliefs, both vertical and horizontal, building articulation, building colors, building materials and landscaping. A Site Development Plan Review(s) is required prior to development in Development Areas 1, 2 and 3.

(i) Grading and Earth Movement.

(i) Master Developer understands that it must obtain Federal Emergency Management Agency's ("FEMA") CLOMR approval prior to any mass grading on the FEMA designated areas of the Property. Master Developer may commence construction, and proceed through completion, subject to receipt of the appropriate grading and/or building permits, on the portions of the Property located outside the FEMA designated areas prior to obtaining FEMA CLOMR approval.

(ii) Master Developer's intention is that the Property's mass grading cut and fill earth work will balance, thereby mitigating the need for the import and export of fill material. However, there will be a need to import dirt for landscape fill.

(iii) In order to minimize earth movement to and from the Property, Master Developer shall be authorized to process the cut materials on site to create the needed fill materials, therefore eliminating or significantly reducing the need to take cut and fill materials from and to the Property. After approval of the Master Rough Grading Plan, other than the necessary Clark County

Department of Air Quality Management approvals needed, Master Developer shall not be required to obtain further approval for rock crushing, earth processing and stockpiling on the Property; provided, however, that no product produced as a result of such rock crushing, earth processing and/or stockpiling on the Property may be sold off-site. The rock crushing shall be located no less than five hundred (500) feet from existing residential homes and, except as otherwise outlined herein, shall be subject to Las Vegas Municipal Code Section 9.16.

(iv) In conjunction with its grading permit submittal(s)/application(s), Master Developer shall submit the location(s) and height(s) of stockpiles.

(v) There shall be no blasting on the Property during the Term of the Agreement.

(j) Gated Accesses to Development Area 4. Gated accesses to/from Development Area 4 shall be on Hualapai Way and through Development Area 3 unless otherwise specified in an approved tentative map(s) or a separate written agreement.

3.02. Processing.

(a) Generally. City agrees to reasonably cooperate with Master Developer to:

(i) Expeditiously process all applications, including General Plan Amendments, in connection with the Property that are in compliance with the Applicable Rules and Master Studies and this Development Agreement; and

(ii) Promptly consider the approval of applications, subject to reasonable conditions not otherwise in conflict with the Applicable Rules, Master Studies and this Development Agreement.

(b) Zoning Entitlement for Property. The Parties acknowledge and agree that the Property is zoned R-PD7 which allows for the development of the densities provided for herein and that no subsequent zone change is needed.

(c) Other Applications. Except as provided herein, all other applications shall be processed by City according to the Applicable Rules. The Parties acknowledge that the procedures for processing such applications are governed by this Agreement, and if not covered by this Agreement, then by the Code. In addition, any additional application requirements delineated herein shall be supplemental

and in addition to such Code requirements.

(i) Site Development Plan Review. Master Developer shall satisfy the requirements of Las Vegas Municipal Code Section 19.16.100 for the filing of an application for a Site Development Plan Review, except:

(1) No Site Development Plan Review will be required for any of the up to sixty-five (65) residential units in Development Area 4 because: a) the residential units are custom homes; and, b) the Design Guidelines attached as **Exhibit "C"**, together with the required Master Studies and the future tentative map(s) for the residential units in Development Area 4, satisfy the requirements of a Site Development Plan under the R-PD zoning district. Furthermore, Master Developer shall provide its written approval for each residential unit in Development Area 4, which written approval shall accompany each residence's submittal of plans for building permits. The conditions, covenants and restrictions for Development Area 4 shall be submitted to the City prior to the issuance of building permits, except grub and clear, demolition and grading permits, in Development Area 4.

(2) A Site Development Plan has already been approved in Development Area 1 pursuant to SDR-62393 for four hundred thirty-five (435) luxury multifamily units, which shall be amended administratively to lower a portion of the building adjacent to the One Queensridge Place swimming pool area from four (4) stories to three (3) stories in height.

(3) For Development Areas 2 and 3, all Site Development Plan Reviews shall acknowledge that: a) as stated in Recital N, the development of the Property is compatible with and complementary to the existing adjacent developments; b) the Property is subject to the Design Guidelines attached as **Exhibit "C"**; c) the Master Studies have been submitted and/or approved, subject to updates, to allow the Property to be developed as proposed herein; d) this Agreement meets the City's objective to promote the health, safety and general welfare of the City and its inhabitants; and, e) the Site Development Review requirements for the following have been met with the approval of this Development Agreement and its accompanying Design Guidelines:

- i) density,
- ii) building heights,
- iii) setbacks.

- iv) residential adjacency,
- v) approximate building locations,
- vi) approximate pad areas,
- vii) approximate pad finished floor elevations, including those for the two mid-rise towers,
- viii) street sections, and,
- ix) access and circulation.

The following elements shall be reviewed as part of Site Development Review(s) for Development Areas 2 and 3:

- x) landscaping,
- xi) elevations,
- xii) design characteristics, and,
- xiii) architectural and aesthetic features.

The above referenced elements have already been approved in Development Area 1. To the extent these elements are generally continued in Development Areas 2 and 3, they are hereby deemed compatible as part of any Site Development Plan Review in Development Areas 2 and 3.

(ii) Special Use Permits. Master Developer and/or Designated Builders shall satisfy all Code requirements for the filing of an application for a special use permit.

3.03. Dedicated Staff and the Processing of Applications.

(a) Processing Fees, Generally. All applications, Major Modification Requests and Major Deviation Requests and all other requests related to the development of the Community shall pay the fees as provided by the UDC.

(b) Inspection Fees. Construction documents and plans that are prepared on behalf of Master Developer for water facilities that are reviewed by City for approval shall not require payment of inspection fees to City unless the water service provider will not provide those inspection services.

(c) Dedicated Inspection Staff. Upon written request from Master Developer to City, City shall provide within thirty (30) days from written notice, if staff is available, and Master Developer shall pay for a full-time building inspector dedicated only to the development of the Community.

3.04. Modifications of Design Guidelines. Modifications are changes to the Design Guidelines

that apply permanently to all development in the Community. The Parties agree that modifications of the Design Guidelines are generally not in the best interests of the effective and consistent development of the Community, as the Parties spent a considerable amount of time and effort negotiating at arms-length to provide for the Community as provided by the Design Guidelines. However, the Parties do acknowledge that there are special circumstances which may necessitate the modification of certain provisions of the Design Guidelines to accommodate unique situations which are presented to the Master Developer upon the actual development of the Community. Further, the Parties agree that modifications of the Design Guidelines can change the look, feel and construction of the Community in such a way that the original intent of the Parties is not demonstrated by the developed product. Notwithstanding, the Parties recognize that modifications and deviations are a reality as a result of changes in trends, technology, building materials and techniques. To that end, the Parties also agree that the only proper entity to request a modification or deviation of the Design Guidelines is the Master Developer entity itself. A request for a modification or deviation to the Design Guidelines shall not be permitted from: any other purchaser of real property within the Community, the Master HOA or a similar entity.

(a) Applicant. Requests for all modifications of the Design Guidelines may be made only by Master Developer.

(b) Minor Modifications. Minor Modifications are changes to the Design Guidelines that include:

- (i) changes in architectural styles, color palettes and detail elements.
- (ii) the addition of similar and complementary architectural styles, color palettes and detail elements to residential or commercial uses.
- (iii) changes in building materials.
- (iv) changes in landscaping materials, plant palettes, and landscaping detail elements.

(c) Submittal, Review, Decision, and Appeal.

(i) An application for Minor Modification of the Design Guidelines may be made to the Director of the Department of Planning for its consideration. The Planning Department shall coordinate the City's review of the application and shall perform all administrative actions related to the

application.

(ii) The Planning Department may, in their discretion, approve a Minor Modification or impose any reasonable condition upon such approval. The Planning Department shall issue a written decision within thirty (30) business days of receipt of the application. The decision is final unless it is appealed by the Master Developer pursuant to Section (iii) below. Applications for which no written decision is issued within thirty (30) business days shall be deemed approved. If the Planning Department rejects a request for a Minor Modification, the request shall automatically be deemed a Major Modification, and at the option of the Master Developer, the decision of the Planning Department may be appealed to the Planning Commission.

(iii) Master Developer may appeal any decision of the Planning Department to the Planning Commission by providing a written request for an appeal within 10 business days of receiving notice of the decision. Such appeal shall be scheduled for a hearing at the next available Planning Commission meeting.

(iv) Master Developer may appeal any action of the Planning Commission by providing a written request for an appeal within ten (10) business days of the Planning Commission action. Such appeal shall be scheduled for a hearing at the next available City Council meeting.

(d) Major Modifications.

(i) Any application for a modification to the Design Guidelines that does not qualify as a Minor Modification is a Major Modification. All applications for Major Modifications shall be scheduled for a hearing at the next available Planning Commission meeting after the City's receipt of the application or its receipt of the appeal provided for in Section (c) above, whichever is applicable.

(ii) All actions by the Planning Commission on Major Modifications shall be scheduled for a hearing at the next available City Council meeting.

3.05. Deviation to Design Guidelines. A deviation is an adjustment to a particular requirement of the Design Guidelines for a particular Development Parcel or lot.

(a) Minor Deviation. A Minor Deviation must not have a material and adverse impact on the overall development of the Community and may not exceed ten percent (10%) of a particular requirement

delineated by the Design Guidelines. An application for a Minor Deviation may only be made under the following circumstances:

1) A request for deviation from any particular requirement delineated by the Design Guidelines on ten percent (10%) or less of the lots in a Development Parcel; or

2) A request for deviation from the following particular requirements on greater than 10% of the lots in a Development Parcel or the entire Community:

a) Changes in architectural styles, color palettes and detail elements.

b) The addition of similar and complementary architectural styles, color palettes and detail elements.

c) Changes in building materials.

d) Changes in landscaping materials, plant palettes, and landscaping detail elements.

e) Setback encroachments for courtyards, porches, miradors, casitas, architectural projections as defined by the Design Guidelines, garages and carriage units.

f) Height of courtyard walls.

(i) Administrative Review Permitted. An application for a Minor Deviation may be filed by the Master Developer or an authorized designee as provided herein. Any application by an authorized designee of Master Developer must include a written statement from the Master Developer that it either approves or has no objection to the request.

(ii) Submittal, Review and Appeal

(1) An application for a Minor Deviation from the Design Guidelines may be made to the Planning Department for their consideration. The Department of Planning shall coordinate the City's review of the application and shall perform all administrative actions related to the application.

(2) The Department of Planning may, in their discretion, approve a Minor Deviation or impose any reasonable condition upon such approval. The Department of Planning shall issue a written decision within thirty (30) business days of receipt of the application. The decision is final unless it is appealed by the Master Developer pursuant to Section (3) below. Applications for which no written decision is issued within thirty (30) days shall be deemed approved.

(3) Master Developer or an authorized designee may appeal any decision of the Department of Planning to the Planning Commission by providing a written request for an appeal within ten (10) business days of receiving notice of the decision. Such appeal shall be scheduled for a hearing at the next available Planning Commission meeting.

(4) Master Developer or an authorized designee may appeal any action of the Planning Commission by providing a written request for an appeal within ten (10) business days of the Planning Commission action. Such appeal shall be scheduled for a hearing at the next available City Council meeting.

(b) Major Deviation. A Major Deviation must not have a material and adverse impact on the overall development of the Community and may exceed ten percent (10%) of any particular requirement delineated by the Design Guidelines.

(i) City Council Approval Required. An application for a Major Deviation may be filed by the Master Developer or an authorized designee as provided herein. Any application by an authorized designee must include a written statement from the Master Developer that it either approves or has no objection to the request. Major Deviations shall be submitted to the Planning Commission for recommendation to the City Council, wherein the City Council shall have final action on all Major Deviations.

(ii) Submittal, Review and Approval.

(1) All applications for Major Deviations shall be scheduled for a hearing at the next available Planning Commission meeting after the City's receipt of the application.

(2) All actions by the Planning Commission on Major Deviations shall be scheduled for a hearing by the City Council within thirty (30) days of such action.

(c) If Master Developer or an authorized designee requests a deviation from adopted City Infrastructure Improvement Standards, an application for said deviation shall be submitted to the Land Development Section of the Department of Building and Safety and related fees paid for consideration by the City Engineer pursuant to the Applicable Rules.

(d) Any request for deviation other than those specifically provided shall be processed pursuant to Section 3.04 (Modifications of Design Guidelines).

3.06. Anti-Moratorium. The Parties agree that no moratorium or future ordinance, resolution or other land use rule or regulation imposing a limitation on the construction, rate, timing or sequencing of the development of property including those that affect parcel or subdivision maps, building permits, occupancy permits or other entitlements to use land, that are issued or granted by City, shall apply to the development of the Community or portion thereof. Notwithstanding the foregoing, City may adopt ordinances, resolutions or rules or regulations that are necessary to:

(a) comply with any state or federal laws or regulations as provided by Section 2.04, above;

(b) alleviate or otherwise contain a legitimate, bona fide harmful and/or noxious use of the Property, except for construction-related operations contemplated herein, in which event the ordinance shall contain the most minimal and least intrusive alternative possible, and shall not, in any event, be imposed arbitrarily; or

(c) maintain City's compliance with non-City and state sewerage, water system and utility regulations. However, the City as the provider of wastewater collection and treatment for this development shall make all reasonable best efforts to insure that the wastewater facilities are adequately sized and of the proper technology so as to avoid any sewage caused moratorium.

In the event of any such moratorium, future ordinance, resolution, rule or regulation, unless taken pursuant to the three exceptions contained above, Master Developer shall continue to be entitled to apply for and receive consideration of applications contemplated in Section 3 in accordance with the Applicable Rules.

3.07. Property Dedications to City. Except as provided herein, any real property (and fixtures thereupon) transferred or dedicated to City or any other public entity shall be free and clear of any mortgages, deeds of trust, liens or encumbrances (except for any encumbrances that existed on the patent, at the time the Property was delivered to Master Developer, from the United States of America).

3.08. Additional Improvements.

(a) Development Areas 1, 2 and 3. Should Master Developer enter into a separate written agreement with the Las Vegas Valley Water District to a) utilize the Paved Golf Course Maintenance Access Roadway (described in recorded document 199602090000567), and, b) enhance it

for purposes of extending Clubhouse Drive for additional ingress and egress to Development Areas 1, 2 and 3 as contemplated on the Conceptual Site Plan in **Exhibit "C"**, then Master Developer shall provide the following additional improvements related to One Queensridge Place:

(i) Master Developer shall construct a controlled access point to public walkways that lead to those portions of The Seventy Open Space, which may include a dog park. The controlled access point will be maintained by the One Queensridge Place HOA.

(ii) Master Developer shall construct thirty-five (35) parking spaces along the property line of Development Area 1 and One Queensridge Place. The parking spaces will be maintained by the One Queensridge Place HOA.

(iii) Master Developer will work with the One Queensridge Place HOA to design and construct an enhancement to the existing One Queensridge Place south side property line wall to enhance security on the southerly boundary of One Queensridge Place. The enhancement will be maintained by the One Queensridge Place HOA.

(iv) The multifamily project, approved under SDR-62393, with four hundred thirty-five (435) luxury multifamily units, shall be amended administratively to lower a portion of the building adjacent to the One Queensridge Place swimming pool area from four (4) stories to three (3) stories in height.

(b) Development Area 4. Should Master Developer 1) enter into a separate written agreement with Queensridge HOA with respect to Development Area 4 taking access to both the Queensridge North and Queensridge South gates, and utilizing the existing Queensridge roads, and 2) enter into a separate written agreement with the Las Vegas Valley Water District to a) utilize the Paved Golf Course Maintenance Access Roadway (described in recorded document 199602090000567), and, b) enhance it for purposes of extending Clubhouse Drive for additional ingress and egress to Development Areas 1, 2 and 3 as contemplated on the Conceptual Site Plan in **Exhibit "C"**, then Master Developer shall provide the following additional improvements.

(i) Master Developer shall construct the following in Queensridge South to be maintained by the Queensridge HOA:

(a) a new entry access way;

- (b) new entry gates;
- (c) a new entry gate house; and,
- (d) an approximate four (4) acre park with a vineyard component located near the Queensridge South entrance.

(ii) Master Developer shall construct the following for Queensridge North to be maintained by the Queensridge HOA:

- (a) an approximate one and one-half (1.5) acre park located near the Queensridge North entrance; and,
- (b) new entry gates.

(c) Notwithstanding the foregoing, neither the One Queensridge Place HOA nor the Queensridge HOA shall be deemed to be third party beneficiaries of this Agreement. This Agreement does not confer any rights or remedies upon either the One Queensridge Place HOA or the Queensridge HOA. Specifically, but without limiting the generality of the foregoing, neither shall have any right of enforcement of any provision of this Agreement against the Master Developer (inclusive of its successors and assigns in interest) or City, nor any right or cause of action for any alleged breach of any obligation hereunder under any legal theory of any kind.

SECTION FOUR

MAINTENANCE OF THE COMMUNITY

4.01. Maintenance of Public and Common Areas.

(a) Community HOAs. Master Developer shall establish Master HOAs, Sub-HOAs or Similar Entities to manage and maintain sidewalk, common landscape areas, any landscaping within the street rights-of-way including median islands, private sewer facilities, private drainage facilities located within common elements, including but not limited to, grassed and/or rip-rap lined channels and natural arroyos as determined by the Master Drainage Study or applicable Technical Drainage Studies, but excluding public streets, curbs, gutters, and streetlights upon City-dedicated public streets, City owned traffic control devices and traffic control signage and permanent flood control facilities.

(b) Maintenance Obligations of the Master HOAs and Sub-HOAs. The Master HOAs or Similar Entities and the Sub-HOAs (which hereinafter may be referred to collectively as the "HOAs") shall be responsible to maintain in good condition and repair all common areas that are transferred to them for repair and maintenance (the "Maintained Facilities"), including, but not limited to sidewalks, walkways, private streets, private alleys, private drives, landscape areas, signage and water features, parks and park facilities, trails, amenity zones, flood control facilities not meeting the criteria for public maintained facilities as defined in Title 20 of the Code, and any landscaping in, on and around medians and public rights-of-way. Maintenance of the drainage facilities, which do not meet the criteria for public maintained facilities as defined in Title 20 of the Code, shall be the responsibility of an HOA or Similar Entity that encompasses a sufficient number of properties subject to this Agreement to financially support such maintenance, which may include such HOAs or Similar Entities posting a maintenance bond in an amount to be mutually agreed upon by the Director of Public Works and Master Developer prior to the City's issuance of any grading or building permits within Development Area 4, excluding any grub and clear permits outside of FEMA designated flood areas and/or demolition permits.

Master Developer acknowledges and agrees that the HOAs are common-interest communities created and governed by declarations ("Declarations") as such term is defined in NRS 116.037. The Declarations will be recorded by Master Developer or Designated Builders as an encumbrance against the property to be governed by the appropriate HOA. In each case, the HOA shall have the power to assess the encumbered property to pay the cost of such maintenance and repair and to create and enforce liens in the event of the nonpayment of such assessments. Such HOAs will be Nevada not-for-profit corporations with a board of directors elected by the subject owners, provided, however, that Master Developer may control the board of directors of such HOA for as long as permitted by applicable law.

(c) The Declaration for the HOAs, when it has been fully executed and recorded with the office of the Clark County Recorder, shall contain (or effectively contain) the following provisions:

(i) that the governing board of the HOAs must have the power to maintain the Maintained Facilities;

(ii) that the plan described in Section 4.02 can only be materially amended by the HOAs;

(iii) that the powers under the Declaration cannot be exercised in a manner that would defeat or materially and adversely affect the implementation of the Maintenance Plan defined below; and

(iv) that in the event the HOAs fail to maintain the Maintained Facilities in accordance with the provisions of the plan described in Section 4.02, City may exercise its rights under the Declaration, including the right of City to levy assessments on the property owners for costs incurred by City in maintaining the Maintained Facilities, which assessments shall constitute liens against the land and the individual lots within the subdivision which may be executed upon. Upon request, City shall have the right to review the Declaration for the sole purpose of determining compliance with the provisions of this Section.

4.02. Maintenance Plan. For Maintained Facilities maintained by the HOAs, the corresponding Declaration pursuant to this Section shall provide for a plan of maintenance. In Development Area 4, there will be a landscape maintenance plan with reasonable sensitivities for fire prevention provided to the City Fire Department for review.

4.03. Release of Master Developer. Following Master Developer's creation of HOAs to maintain the Maintained Facilities, and approval of the maintenance plan with respect to each HOA, each HOA shall be responsible for the maintenance of the Maintained Facilities in each particular development covered by each Declaration and Master Developer shall have no further liability in connection with the maintenance and operation of such particular Maintained Facilities. Notwithstanding the preceding sentence, Master Developer shall be responsible for the plants, trees, grass, irrigation systems, and any other botanicals or mechanical appurtenances related in any way to the Maintained Facilities pursuant to any and all express or implied warranties provided by Master Developer to the HOA under NRS Chapter 116.

4.04. City Maintenance Obligation Acknowledged. City acknowledges and agrees that all of the following will be maintained by City in good condition and repair at the City's sole cost and expense: (i) permanent flood control facilities meeting the criteria for public maintenance defined in Title 20 of the Code as identified in the Master Drainage Study or applicable Technical Drainage Studies and (ii) all City dedicated public streets (excluding any landscape within the right-of-way), associated curbs, gutters, City-

owned traffic control devices, signage, and streetlights upon City-dedicated right-of-ways within the Community and accepted by the City. City reserves the rights to modify existing sidewalks and the installation of sidewalk ramps and install or modify traffic control devices on common lots abutting public streets at the discretion of the Director of Public Works.

Master Developer will maintain all temporary detention basins or interim facilities identified in the Master Drainage Study or applicable Technical Drainage Studies. The City agrees to cooperate with the Master Developer and will diligently work with Master Developer to obtain acceptance of all permanent drainage facilities.

SECTION FIVE

PROJECT INFRASTRUCTURE IMPROVEMENTS

5.01. Conformance to Master Studies. Master Developer agrees to construct and dedicate to City or other governmental or quasi-governmental entity or appropriate utility company, all infrastructure to be publicly maintained that is necessary for the development of the Community as required by the Master Studies and this Agreement.

5.02 Sanitary Sewer.

(a) Design and Construction of Sanitary Sewer Facilities Shall Conform to the Master Sanitary Sewer Study. Master Developer shall design, using City's sewer planning criteria, and construct all sanitary sewer main facilities that are identified as Master Developer's responsibility in the Master Sanitary Sewer Study. Master Developer acknowledges and agrees that this obligation shall not be delegated or transferred to any other party.

(b) Off-Property Sewer Capacity. The Master Developer and the City will analyze the effect of the build out of the Community on Off-Property sewer pipelines. Master Developer and the City agree that the analysis may need to be revised as exact development patterns in the Community become known. All future offsite sewer analysis for the Community will consider a pipe to be at full capacity if it reaches a d/D ratio of 0.90 or greater. The sizing of new On-Property and Off-Property sewer pipe will be based on peak dry-weather flow d/D ratio of 0.50 for pipes between eight (8) and twelve (12) inches in diameter, and 0.60 for pipes larger than fifteen (15) inches in diameter.

(c) Updates. The Director of Public Works may require an update to the Master Sanitary Sewer Study as a condition of approval of the following land use applications: tentative map; Site Development Plan Review; or special use permit, but only if the applications propose land use, density, or entrances that substantially deviate from the approved Master Study or the development differs substantially in the opinion of the City from the assumptions of the approved Master Study.

5.03. Traffic Improvements.

(a) Legal Access. As a condition of approval to the Master Traffic Study and any updates thereto, Master Developer shall establish legal access to all public and private rights-of-way within the Community.

(b) Additional Right Turn Lane on Rampart Boulevard Northbound at Summerlin Parkway. At such time as City awards a bid for the construction of a second right turn lane on Rampart Boulevard northbound and the related Summerlin Parkway eastbound on-ramp, Master Developer will contribute twenty eight and three-tenths percent (28.3%) of the awarded bid amount, unless this percentage is amended in a future update to the Master Traffic Study ("Right Turn Lane Contribution"). The Right Turn Lane Contribution is calculated based on a numerator of the number of AM peak trips from the Property, making a second right turn lane on Rampart Boulevard northbound and the related Summerlin Parkway eastbound on-ramp necessary, divided by a denominator of the total number of AM peak trips that changes the traffic count from a D level of service to an E level of service necessitating a second right turn lane on Rampart Boulevard northbound and the related Summerlin Parkway eastbound on-ramp. If the building permits for less than eight hundred (800) residential units have been issued, by way of a building permit issuance or group of building permit issuance that would encapsulate the construction of the eight hundredth (800th) residential unit, on the Property at the time the City awards a bid for this second right turn lane, the Right Turn Lane Contribution may be deferred until the issuance of the building permit for the eight hundredth (800th) residential unit, by way of a building permit issuance or group of building permit issuance that would encapsulate the construction of the eight hundredth (800th) residential unit, or a date mutually agreed upon by the Parties. If the City has not awarded a bid for the construction of the second right turn lane by the issuance of the building permit for the sixteen hundred and ninety ninth (1699th) residential unit, a dollar amount based on the approved percentage in the

updated Master Traffic Study shall be paid prior to the issuance of the seventeen hundredth (1,700th) residential unit, by way of a building permit issuance or group of building permit issuance that would encapsulate the construction of the seventeen hundredth (1,700th) residential unit, based on the preliminary cost estimate. At the time the work is bid, if the bid amount is less than the preliminary cost estimate, Master Developer shall be refunded proportionately. At the time the work is bid, if the bid amount is more than the preliminary cost estimate, Master Developer shall contribute up to a maximum of ten percent (10%) more than the cost estimate already paid to the City.

(c) Dedication of Additional Lane on Rampart Boulevard.

(i) Prior to the issuance of the 1st building permit for a residential unit in Development Areas 1, 2 or 3, Master Developer shall dedicate a maximum of 16 feet of a right-of-way for an auxiliary lane with right-of-way in accordance with Standard Drawing #201.1 on Rampart Boulevard along the Property's Rampart Boulevard frontage which extends from Alta Drive south to the Property's southern boundary on Rampart Boulevard. City shall pursue funding for construction of this additional lane as part of a larger traffic capacity public improvement project, however no guarantee can be made as to when and if such a project occurs.

(ii) On the aforementioned dedicated right-of-way, from the Property's first Rampart Boulevard entry north two hundred fifty (250) feet, Master Developer will construct a right hand turn lane into the Property in conjunction with Development Area 1's site improvements.

(d) Traffic Signal Improvements.

(i) Master Developer shall comply with Ordinance 5644 (Bill 2003-94), as amended from time to time by the City. The Master Developer shall construct or re-construct any traffic signal that is identified in the Master Traffic Study as the Master Developer's responsibility and shall provide appropriate easements and/or additional rights-of-way, as necessary.

(ii) The Master Traffic Study proposes the installation of a new traffic signal located on Rampart Boulevard at the first driveway located south of Alta Drive to Development Area 1. The Master Traffic Study indicates that this proposed signalized driveway on Rampart Boulevard operates at an acceptable level of service without a signal at this time. The installation of this proposed traffic signal is not approved by the City at this time. The City agrees to accept in the future an update to

the Master Traffic Study to re-evaluate the proposed traffic signal. Any such updated Master Traffic Study shall be submitted six (6) months after the issuance of the last building permit for Development Area 1 and/or at such earlier or subsequent times as mutually agreed to by the City and Master Developer. If construction of a traffic signal is approved at Rampart Boulevard at this first driveway to Development Area 1, the Master Developer shall, concurrently with such traffic signal, construct that portion of the additional lane dedicated pursuant to Section 5.03(c)(i) to the extent determined by the updated Master Traffic Study, unless such construction has already been performed as part of a public improvement project.

(e) Updates. The Director of Public Works may require an update to the Master Traffic Study as a condition of approval of the following land use applications: tentative map; site development plan review; or special use permit, but only if the applications propose land use, density, or entrances that substantially deviate from the approved Master Study or the development differs substantially in the opinion of the City Traffic Engineer from the assumptions of the approved Master Traffic Study. Additional public right-of-way may be required to accommodate any changes.

(f) Development Phasing. See Development Phasing plan attached hereto as Exhibit "D".

5.04. Flood Control.

(a) Prior to the issuance of any permits in portions of the Property which do not overlie the regional drainage facilities on the Property, Master Developer shall maintain the existing \$125,000 flood maintenance bond for the existing public drainage ways on the Property at \$125,000. Prior to the issuance of any permits in portions of the Property which overlie the regional drainage facilities on the Property, Master Developer shall increase this bond amount to \$250,000.

(b) Obligation to Construct Flood Control Facilities solely on Master Developer. Master Developer shall design and construct flood control facilities that are identified as Master Developer's responsibility in the Master Drainage Study or applicable Technical Drainage Studies. Except as provided for herein, Master Developer acknowledges and agrees that this obligation shall not be delegated to or transferred to any other party.

(c) Other Governmental Approvals. The Clark County Regional Flood Control and

any other state or federal agencies, as required, shall approve the Master Drainage Study prior to final approval from City.

(d) Updates. The Director of Public Works may require an update to the Master Drainage Study or Master Technical Study as a condition of approval of the following land use applications if deemed necessary: tentative map (residential or commercial); or site development plan review (multifamily or commercial); or parcel map if those applications are not in substantial conformance with the approved Master Land Use Plan or Master Drainage Study. The update must be approved prior to the approval of any construction drawings and the issuance of any final grading permits, excluding any grub and clear permits outside of FEMA designated flood areas and/or demolition permits. An update to the exhibit in the approved Master Drainage Study depicting proposed development phasing in accordance with the Development Agreement shall be submitted for approval by the Flood Control Section.

(e) Regional Flood Control Facility Construction by Master Developer. The Master Developer agrees to design and substantially complete the respective portions of the Clark County Regional Flood Control District facilities, as defined in the Master Drainage Study pursuant to an amendment to the Regional Flood Control District 2008 Master Plan Update, prior to the issuance of any permits for units located on those land areas that currently are within the flood zone, on which permits are requested. Notwithstanding the above, building permit issuance is governed by section 3.01(f).

(f) Construction Phasing. Master Developer shall submit a phasing and sequencing plan for all drainage improvements within the Community as a part of the Master Drainage Study. The phasing plan and schedule must clearly identify drainage facilities (interim or permanent) necessary prior to permitting any downstream units for construction. Notwithstanding the above, building permit issuance is governed by section 3.01(f).

SECTION SIX

DEFAULT

6.01. Opportunity to Cure; Default. In the event of any noncompliance with any provision of

this Agreement, the Party alleging such noncompliance shall deliver to the other by certified mail a ten (10) day notice of default and opportunity to cure. The time of notice shall be measured from the date of receipt of the certified mailing. The notice of noncompliance shall specify the nature of the alleged noncompliance and the manner in which it may be satisfactorily corrected, during which ten (10) day period the party alleged to be in noncompliance shall not be considered in default for the purposes of termination or institution of legal proceedings.

If the noncompliance cannot reasonably be cured within the ten (10) day cure period, the non-compliant Party may timely cure the noncompliance for purposes of this Section 6 if it commences the appropriate remedial action within the ten (10) day cure period and thereafter diligently prosecutes such action to completion within a period of time acceptable to the non-breaching Party. If no agreement between the Parties is reached regarding the appropriate timeframe for remedial action, the cure period shall not be longer than ninety (90) days from the date the ten (10) day notice of noncompliance and opportunity to cure was mailed to the non-compliant Party.

If the noncompliance is corrected, then no default shall exist and the noticing Party shall take no further action. If the noncompliance is not corrected within the relevant cure period, the non-complaint Party is in default, and the Party alleging non-compliance may declare the breaching Party in default and elect any one or more of the following courses.

(a) Option to Terminate. After proper notice and the expiration of the above-referenced period for correcting the alleged noncompliance, the Party alleging the default may give notice of intent to amend or terminate this Agreement as authorized by NRS Chapter 278. Following any such notice of intent to amend or terminate, the matter shall be scheduled and noticed as required by law for consideration and review solely by the City Council.

(b) Amendment or Termination by City. Following consideration of the evidence presented before the City Council and a finding that a substantial default has occurred by Master Developer and remains uncorrected, City may amend or terminate this Agreement pursuant to NRS 278. Termination shall not in any manner rescind, modify, or terminate any vested right in favor of Master Developer, as determined under the Applicable Rules, existing or received as of the date of the termination. Master Developer shall have twenty-five (25) days after receipt of written notice of

termination to institute legal action pursuant to this Section to determine whether a default existed and whether City was entitled to terminate this Agreement.

(c) Termination by Master Developer. In the event City substantially defaults under this Agreement, Master Developer shall have the right to terminate this Agreement after the hearing set forth in this Section. Master Developer shall have the option, in its discretion, to maintain this Agreement in effect, and seek to enforce all of City's obligations by pursuing an action pursuant to this Section 6.01(c).

6.02. Unavoidable Delay; Extension of Time. Neither party hereunder shall be deemed to be in default, and performance shall be excused, where delays or defaults are caused by war, national disasters, terrorist attacks, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, third-party lawsuits, or acts of God. If written notice of any such delay is given to one Party or the other within thirty (30) days after the commencement thereof, an automatic extension of time, unless otherwise objected to by the party in receipt of the notice within thirty (30) days of such written notice, shall be granted coextensive with the period of the enforced delay, or longer as may be required by circumstances or as may be subsequently agreed to between City and Master Developer.

6.03. Limitation on Monetary Damages. City and the Master Developer agree that they would not have entered into this Agreement if either were to be liable for monetary damages based upon a breach of this Agreement or any other allegation or cause of action based upon or with respect to this Agreement. Accordingly, City and Master Developer (or its permitted assigns) may pursue any course of action at law or in equity available for breach of contract, except that neither Party shall be liable to the other or to any other person for any monetary damages based upon a breach of this Agreement.

6.04. Venue. Jurisdiction for judicial review under this Agreement shall rest exclusively with the Eighth Judicial District Court, County of Clark, State of Nevada or the United States District Court, District of Nevada. The parties agree to mediate any and all disputes prior to filing of an action in the Eighth Judicial District Court unless seeking specific performance or injunctive relief.

6.05. Waiver. Failure or delay in giving notice of default shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies in respect of any default shall not operate as a waiver of any

default or any such rights or remedies, or deprive such party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert, or enforce any of its rights or remedies.

6.06. Applicable Laws; Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada. Each party shall bear its own attorneys' fees and court costs in connection with any legal proceeding hereunder.

SECTION SEVEN

GENERAL PROVISIONS

7.01. Duration of Agreement. The Term of this Agreement shall commence upon the Effective Date and shall expire on the thirtieth (30) anniversary of the Effective Date, unless terminated earlier pursuant to the terms hereof. City agrees that the Master Developer shall have the right to request extension of the Term of this Agreement for an additional five (5) years upon the following conditions:

- (a) Master Developer provides written notice of such extension to City at least one hundred-eighty (180) days prior to the expiration of the original Term of this Agreement; and
- (b) Master Developer is not then in default of this Agreement;

Upon such extension, Master Developer and City shall enter into an amendment to this Agreement memorializing the extension of the Term.

7.02. Assignment. The Parties acknowledge that the intent of this Agreement is that there is a Master Developer responsible for all of the obligations in this Agreement throughout the Term of this Agreement.

- (a) At any time during the Term, Master Developer and its successors-in-interest shall have the right to sell, assign or transfer all of its rights, title and interests to this Agreement (a "Transfer") to any person or entity (a "Transferee"). Except in regard to Transfers to Pre-Approved Transferees (which does not require any consent by the City as provided in Section 5.02(b) below), prior to consummating any Transfer, Master Developer shall obtain from the City written consent to the Transfer as provided for in this Agreement, which consent shall not be unreasonably withheld, delayed or

conditioned. Master Developer's written request shall provide reasonably sufficient detail and any non-confidential, non-proprietary supporting evidence necessary for the City to consider and respond to Master Developer's request. Master Developer shall provide information to the City that Transferee, its employees, consultants and agents (collectively "Transferee Team") has: (i) the financial resources necessary to develop the Community, in accordance with the terms and conditions of this Agreement, or (ii) experience and expertise in developing projects similar in scope to the Community. The Master Developer's request, including approval of the Assignment and Assumption Agreement reasonably acceptable to the City, shall be promptly considered by the City Council for their approval or denial within forty-five (45) days from the date the City receives Master Developer's written request. Upon City's approval and the full execution of an Assignment and Assumption Agreement by City, Master Developer and Transferee, the Transferee shall thenceforth be deemed to be the Master Developer and responsible for all of the obligations in this Agreement and Master Developer shall be fully released from the obligations in this Agreement.

(b) Pre-Approved Transferees. Notwithstanding anything in this Agreement to the contrary, the following Transferees constitute "Pre-Approved Transferees," for which no City consent shall be required provided that such Pre-Approved Transferees shall assume in writing all obligations of the Master Developer hereunder by way of an Assignment and Assumption Agreement. The Assignment and Assumption Agreement shall be approved by the City Manager, whose approval shall not be unreasonably withheld, delayed or conditioned. The Assignment and Assumption Agreement shall be executed by the Master Developer and Pre-Approved Transferee and acknowledged by the City Manager. The Pre-Approved Transferee shall thenceforth be deemed to be the Master Developer and be responsible for all of the obligations in this Agreement and Master Developer shall be fully released from the obligations in this Agreement.

- 1) An entity owned or controlled by Master Developer or its Affiliates;
- 2) Any Investment Firm that does not plan to develop the Property. If Investment Firm desires to: (i) develop the Property, or (ii) Transfer the Property to a subsequent Transferee that intends to develop the Property, the Investment Firm shall obtain from the City written consent to: (i) commence development, or (ii) Transfer the Property to a subsequent Transferee that

intends to develop the Property, which consent shall not be unreasonably withheld, delayed or conditioned. Investment Firm's written request shall provide reasonably sufficient detail and any non-confidential, non-proprietary supporting evidence necessary for the City Council to consider. Investment Firm shall provide information to the City that Investment Firm or Transferee and their employees, consultants and agents (collectively "Investment Firm Team" and "Transferee Team", respectively) that intends to develop the Property has: (i) the financial resources necessary to develop the Community, in accordance with the terms and conditions of this Agreement, or (ii) experience and expertise in developing projects similar in scope to the Community. The Investment Firm's request, including approval of the Assignment and Assumption Agreement reasonably acceptable to the City, shall be promptly considered by the City Council for their approval or denial within forty-five (45) days from the date the City receives Master Developer's written request. Upon City's approval and full execution of an Assignment and Assumption Agreement by City, Investment Firm and Transferee, the Transferee shall thenceforth be deemed to be the Master Developer and responsible for the all of the obligations in this Agreement.

(c) In Connection with Financing Transactions. Master Developer has full and sole discretion and authority to encumber the Property or portions thereof, or any improvements thereon, in connection with financing transactions, without limitation to the size or nature of any such transaction, the amount of land involved or the use of the proceeds therefrom, and may enter into such transactions at any time and from time to time without permission of or notice to City. All such financing transactions shall be subject to the terms and conditions of this Agreement. Should such transaction require parcel mapping, City shall process such maps.

7.03. Sale or Other Transfer Not to Relieve the Master Developer of its Obligation. Except as expressly provided herein in this Agreement, no sale or other transfer of the Property or any subdivided development parcel shall relieve Master Developer of its obligations hereunder, and such assignment or transfer shall be subject to all of the terms and conditions of this Agreement, provided, however, that no such purchaser shall be deemed to be the Master Developer hereunder. This Section shall have no effect upon the validity of obligations recorded as covenants, conditions, restrictions or liens against parcels of real property.

7.04. Indemnity; Hold Harmless. Except as expressly provided in this Agreement, the Master Developer shall hold City, its officers, agents, employees, and representatives harmless from liability for damage for personal injury, including death and claims for property damage which may arise from the direct or indirect development operations or activities of Master Developer, or those of its contractors, subcontractors, agents, employees, or other persons acting on Master Developer's behalf. Master Developer agrees to and shall defend City and its officers, agents, employees, and representatives from actions for damages caused by reason of Master Developer's activities in connection with the development of the Community other than any challenges to the validity of this Agreement or City's approval of related entitlements or City's issuance of permits on the Property. The provisions of this Section shall not apply to the extent such damage, liability, or claim is proximately caused by the intentional or negligent act of City, its officers, agent, employees, or representatives. This section shall survive any termination of this Agreement.

7.05. Binding Effect of Agreement. Subject to this Agreement, the burdens of this Agreement bind, and the benefits of this Agreement inure to, the Parties' respective assigns and successors-in-interest and the property which is the subject of this Agreement.

7.06. Relationship of Parties. It is understood that the contractual relationship between City and Master Developer is such that Master Developer is not an agent of City for any purpose and City is not an agent of Master Developer for any capacity.

7.07. Counterparts. This Agreement may be executed at different times and in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any signature page of this Agreement may be detached from any counterpart without impairing the legal effect to any signatures thereon, and may be attached to another counterpart, identical in form thereto, but having attached to it one or more additional signature pages. Delivery of a counterpart by facsimile or portable document format (pdf) through electronic mail transmission shall be as binding an execution and delivery of this Agreement by such Party as if the Party had delivered an actual physical original of this Agreement with an ink signature from such Party. Any Party delivering by facsimile or electronic mail transmission shall promptly thereafter deliver an executed counterpart original hereof to the other Party.

7.08. Notices. All notices, demands and correspondence required or provided for under this Agreement shall be in writing. Delivery may be accomplished in person, by certified mail (postage prepaid return receipt requested), or via electronic mail transmission. Mail notices shall be addressed as follows:

To City:	City of Las Vegas 495 South Main Street Las Vegas, Nevada 89101 Attention: City Manager Attention: Director of the Department of Planning
To Master Developer:	180 LAND CO LLC 1215 Fort Apache Road, Suite 120 Las Vegas, NV 89117
Copy to:	Chris Kaempfer Kaempfer Crowell 1980 Festival Plaza Drive, Suite 650 Las Vegas, Nevada 89135

Either Party may change its address by giving notice in writing to the other and thereafter notices, demands and other correspondence shall be addressed and transmitted to the new address. Notices given in the manner described shall be deemed delivered on the day of personal delivery or the date delivery of mail is first attempted.

7.09. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all of any part of the subject matter hereof.

7.10. Waivers. All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate officers of Master Developer or approved by the City Council, as the case may be.

7.11. Recording; Amendments. Promptly after execution hereof, an executed original of this Agreement shall be recorded in the Official Records of Clark County, Nevada. All amendments hereto must be in writing signed by the appropriate officers of City and Master Developer in a form suitable for recordation in the Official Records of Clark County, Nevada. Upon completion of the performance of this Agreement, a statement evidencing said completion, shall be signed by the appropriate officers of the

City and Master Developer and shall be recorded in the Official Records of Clark County, Nevada. A revocation or termination shall be signed by the appropriate officers of the City and/or Master Developer and shall be recorded in the Official Records of Clark County, Nevada.

7.12. Headings; Exhibits; Cross References. The recitals, headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All exhibits attached to this Agreement are incorporated herein by the references contained herein. Any term used in an exhibit hereto shall have the same meaning as in this Agreement unless otherwise defined in such exhibit. All references in this Agreement to sections and exhibits shall be to sections and exhibits to this Agreement, unless otherwise specified.

7.13. Release. Each residential lot or condominium lot shown on a recorded subdivision map within the Community shall be automatically released from the encumbrance of this Agreement without the necessity of executing or recording any instrument of release upon the issuance of a building permit for the construction of a residence thereon.

7.14. Severability of Terms. If any term or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect, provided that the invalidity, illegality or unenforceability of such terms does not materially impair the Parties' ability to consummate the transactions contemplated hereby. If any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall, if possible, amend this Agreement so as to affect the original intention of the Parties.

7.15. Exercise of Discretion. Wherever a Party to this Agreement has discretion to make a decision, it shall be required that such discretion be exercised reasonably unless otherwise explicitly provided in the particular instance that such decision may be made in the Party's "sole" or "absolute" discretion or where otherwise allowed by applicable law.

7.16. No Third Party Beneficiary. This Agreement is intended to be for the exclusive benefit of the Parties hereto and their permitted assignees. No third party beneficiary to this Agreement is contemplated and none shall be construed or inferred from the terms hereof. In particular, no person purchasing or acquiring title to land within the Community, residing in the Community, or residing, doing

business or owning adjacent land outside the Community shall, as a result of such purchase, acquisition, business operation, ownership in adjacent land or residence, have any right to enforce any obligation of Master Developer or City nor any right or cause of action for any alleged breach of any obligation hereunder by either party hereto.

7.17. Gender Neutral. In this Agreement (unless the context requires otherwise), the masculine, feminine and neutral genders and the singular and the plural include one another.

SECTION EIGHT

REVIEW OF DEVELOPMENT

8.01. Frequency of Reviews. As provided by NRS Chapter 278, Master Developer shall appear before the City Council to review the development of the Community. The Parties agree that the first review occur no later than twenty-four (24) months after the Effective Date of this Agreement, and again every twenty-four (24) months on the anniversary date of that first review thereafter or as otherwise requested by City upon fourteen (14) days written notice to Master Developer. For any such review, Master Developer shall provide, and City shall review, a report submitted by Master Developer documenting the extent of Master Developer's and City's material compliance with the terms of this Agreement during the preceding period.

[Signatures on following pages]

In Witness Whereof, this Agreement has been executed by the Parties on the day and year first
above written.

CITY:

CITY COUNCIL, CITY OF LAS VEGAS

By:

Mayor

Approved as to Form:

City Attorney

Attest:

City Clerk

By:

LuAnn Holmes, City Clerk

MASTER DEVELOPER

180 LAND CO LLC,

a Nevada limited liability company

By: _____

Name: _____

Title: _____

SUBSCRIBED AND SWORN TO before me

on this ____ day of _____,

2017.

Notary Public in and for said County and State

46

PRJ-70542
05/24/17

DIR-70539

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**ADDENDUM
TO THE
DEVELOPMENT AGREEMENT
FOR
THE TWO FIFTY**

Recommending Committee - City of Las Vegas

June 19, 2017

Amend Section 5.03 of the Development Agreement by adding a new paragraph to read as follows:

Upon approval by the City of the 1,500th permitted dwelling unit within the Community, Master Developer shall prepare a traffic impact analysis as an update to the Master Traffic Study to reexamine the intersection of Alta and Clubhouse Drive and include recommendations for any necessary mitigation measures, which may include providing three northbound travel lanes for Clubhouse Drive approaching Alta. Boyd Gaming Corporation, as owner of the Suncoast Hotel & Casino on the north side of Alta at Clubhouse Drive, as well as the City shall be provided copies of the analysis for their review. If either Boyd Gaming or the City does not agree with the recommendations, the traffic impact analysis shall be reviewed and approved by the City Council at a public hearing. Any mitigation measures will be implemented by the Master Developer at its sole expense.

*Submitted on behalf of
Suncoast Hotel & Casino,
Boyd Gaming Corporation*

Submitted At Meeting
Recommending Committee
Date *6/19/17* Item *8*
Staff

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EXHIBIT A

LOTS 1, 2, 3 AND 4 AS SHOWN IN FILE 121, PAGE 100 OF PARCEL MAPS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE LYING WITHIN THE EAST HALF (E ½) OF SECTION 31 AND THE WEST HALF (W ½) OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

Assessor's Parcel Numbers: 138-31-201-005; 138-31-601-008; 138-31-702-003; 138-31-702-004

LOT 1 AS SHOWN IN FILE 120, PAGE 91 OF PARCEL MAPS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE LYING WITHIN THE EAST HALF (E ½) OF SECTION 31 AND THE WEST HALF (W ½) OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

Assessor's Parcel Numbers: 138-32-301-005

LOTS 1 AND 4 AS SHOWN IN FILE 120, PAGE 49 OF PARCEL MAPS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE LYING WITHIN THE EAST HALF (E ½) OF SECTION 31 AND THE WEST HALF (W ½) OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

Assessor's Parcel Numbers: 138-32-202-001; 138-31-801-002

LOTS 1 AND 2 AS SHOWN IN FILE 121, PAGE 12 OF PARCEL MAPS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE LYING WITHIN THE EAST HALF (E ½) OF SECTION 31 AND THE WEST HALF (W ½) OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

Assessor's Parcel Numbers: 138-32-301-007; 138-31-801-003

CONTAINING 250.92 ACRES, MORE OR LESS.

END OF DESCRIPTION.

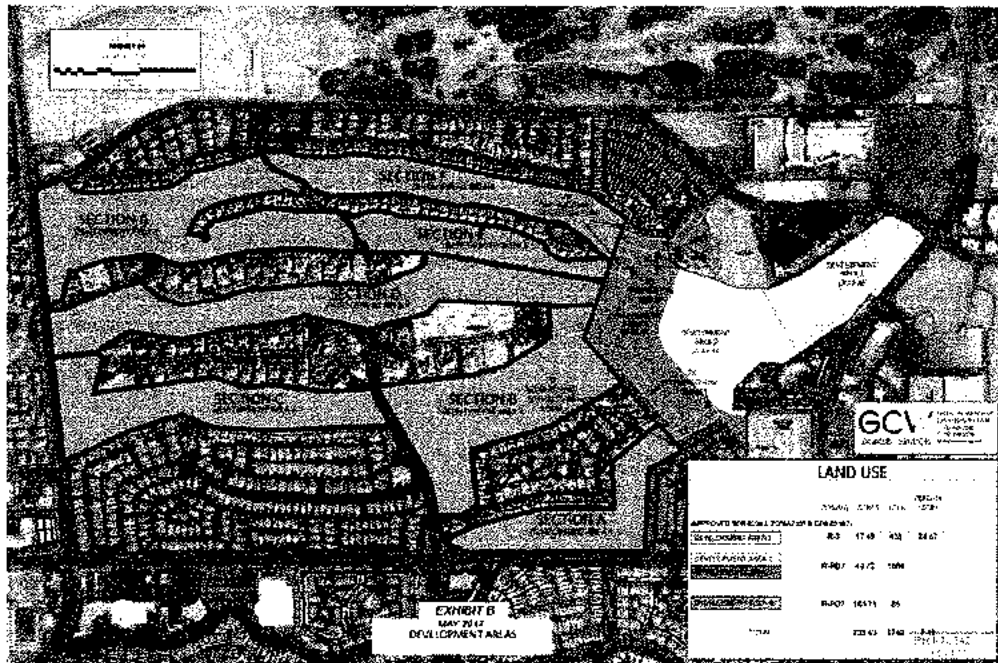
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MASTER LAND USE PLAN WITH DEVELOPMENT AREAS AND DEVELOPMENT AREA 4'S SECTIONS A THROUGH G



THE BOX CULVERTS AND/OR OPEN CHANNELS WILL BE LOCATED IN DEVELOPMENT AREA SECTIONS A & D

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THE TWO FIFTY

Design Guidelines, Development Standards
and Permitted Uses

May 2017

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DESIGN GUIDELINES, DEVELOPMENT STANDARDS AND PERMITTED USES

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- II) Design Guidelines, Development Standards and Permitted Uses Table
- III) Street Sections
- IV) Development Areas 2 & 3 Conceptual Pad Plan
- V) Development Areas 2 & 3 Conceptual Site Plan

SECTION ONE

Overview

Overview

THE TWO FIFTY is a residential community ("Community") with distinct components, namely a combination of large single family lots, luxury multifamily with a potential to include assisted living units, a non-gaming boutique hotel, and, ancillary commercial uses in four Development Areas as reflected on **Exhibit C-1**.

Being as it is an "infill" property, the conceptual planning and design stage took into account the many macro and micro aspects of the property, adjacent properties and the neighborhood. As the Master Developer proceeds into the much greater detailed design development phase and then the construction drawing phase of both the property and the structures to be located thereon, particular attention will be given to the many intricacies of the site's conditions and characteristics (as they currently exist and as they will be post development), architecture, landscaping, edge conditions and operational aspects pre/during/post construction.

The property is located adjacent to and near to an abundance of conveniences – shopping, restaurants, entertainment, medical, employment, parks, schools and churches. It is served by a significant grid roadway system and very nearby Summerlin Parkway and the I-215 that tie into the Las Vegas valley's freeway network, all of which allows easy access and many choices of access to throughout the Las Vegas valley and to its major employment centers, the Strip and the airport. Its "close in" proximity and its many conveniences make the neighborhood a very desirable area of the Las Vegas valley in which to live. The need for housing of all types is in demand in this neighborhood and will be the case as the valley continues to grow with its substantial immigration and internal growth. THE TWO FIFTY will help to serve some of this housing demand.

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The trends in housing, as espoused for a number of years by respected organizations in the field such as the Urban Land Institute and The Brookings Institute, amongst many others, is for high density neighborhoods adjacent and near to conveniences as noted above. The Brookings Institute in a 2010 briefing paper reported that 85% of new household formations through 2025 will be made by single individuals or couples with no children at home. This speaks to the need for substantial amounts of multifamily housing offerings.

The trend that is being implemented into these multifamily offerings, in neighborhoods of cities that can financially sustain them, is about community, lifestyle and design excellence. Critical mass (density) is the key ingredient to support the design quality and incorporation of the desired lifestyle components into these next generation communities. An example of one such outstanding community is The Park and The Village at Spectrum in Irvine, California, a community of 3,000 homes on 58 acres. The architectural firm of record for that development was MVE, the same firm who has been instrumental in the significant conceptual design aspects of THE TWO FIFTY thus far.

THE TWO FIFTY neighborhood is an area that will support the introduction of such an aforementioned next generation multifamily community. This multifamily complements the existing Alta/Rampart to Charleston/Rampart corridor's significant commercial providing for the important walkable/pedestrian aspect that residents of these community's desire. It will offer resort style living energizing the nearby existing commercial and entertainment venues with a downtown-like vitality attracting the array of new residents.

Scaled down into individual neighborhoods, the multifamily components are connected to a central park by semi-public walk-streets linked to private landscaped pedestrian paseos and plazas. To ensure architectural diversity, a unique character for each part of Development Areas 1-3 may be established; however those unique characteristics will at the same time be threaded

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together with many elements that reflect continuity in architecture, elevations, exterior materials and landscaping. THE TWO FIFTY draws inspiration from the rich architecture established in the adjacent Tivoli Village and One Queensridge Place. By upholding these strong architectural themes, the multifamily offering strives to contribute architecturally and economically to the neighborhood and will be generally compatible with development approved through SDR-62393. The idea is to create a 'Place'. A place where people want to be active and social participants in their neighborhood; a place that is cared about; a place that has identity; a place that is home. The Conceptual Site Plan is attached as **Exhibit C-V**.

The multifamily design will be established through three Development Areas. These Development Areas 1 through 3, sitting on 67.21 acres, is a "Main Street" experience with a component of ancillary commercial and resort style amenities. The design is envisioned to add a unique multifamily living environment at/near the Alta and Rampart hub, which is already rich in retail, restaurants, entertainment, offices and services, with Development Area 1's 435 multifamily homes and Development Area 2 and 3's maximum 1,684 multifamily homes, some of which may be assisted living units. The vision creates a pedestrian-based landscape where neighbors can get to know each other and establish an active/ interactive community and lifestyle.

Vehicular and pedestrian connectivity within Development Areas 1 through 3 are designed to bring people together as a local community and create opportunities to engage around the many amenities offered within the development as well as surrounding offerings. Three vehicular entries to Development Areas 1 through 3, allow easy access for vehicles and pedestrians. The streets have been activated by facing architecture towards the main thoroughfares and establishing a tight knit environment and active street scene.

The activation of the street is evident entering into Development Area 1 which has 435 for sale, luxury multifamily units. The 'wrap' product wraps residential units around structured parking,

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largely integrating parking internal to the blocks. The 4 story massing creates an urban living environment with recreation areas, amenities, and ancillary commercial interfacing with the pedestrian environment. The building heights will be no higher than the top of One Queensridge Place's podium thereby largely preserving the views that One Queensridge Place's garden level and above homes enjoy. The architecture has taken advantage of the topography to push the structures down to and/or below the main podium deck of the adjacent One Queensridge Place towers.

This same theme of activating the streets with architecture continues as pedestrians follow the internal street to the west to and through Development Area 2. The residential architecture lines the streets that gradually climb the topography and offer glimpses into internal paseos, courtyards and amenities. Up to six story buildings anchored by two up to 15 story residential mid-rises with a maximum height of 150 feet (40% lower than the One Queensridge Place's approved third tower) will be designed in this area and be generally compatible with One Queensridge Place with stone, glass and stucco materials. These buildings are positioned to generally not materially conflict with the views of surrounding existing residents looking towards The Strip or the predominant portions of the Spring Mountain range. The Conceptual Pad Plan is attached as **Exhibit C-IV**. Many residences of the proposed mid-rises will feature breathtaking floor to ceiling views to the same surrounding features. Additionally, every opportunity will be made to hide parking in subterranean garages in Development Areas 2 and 3, thus maximizing land area to create more areas for landscaping, amenities, and a more desirable community environment.

The buildable pads that line the main street in Development Area 2 terminate on an approximate 2-acre community park that includes its associated perimeter access ways and parking, inspired by Bryant Park in New York. The termination of this road is at the intersection of THE TWO FIFTY Drive which will give access to Alta, Rampart and is the bisecting line that establishes Development Area 3. The community park, wrapped by multifamily development, creates a

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central gathering area for the community. Surrounded by edge defining architecture, the symmetry and formality of the design creates a hospitable central gathering area that is activated with ancillary commercial/retail uses and other community amenities like fitness facility(ies), clubhouse(s), business center(s), post office(s), and some of the multifamily's related office(s). Additional pedestrian and landscape features include parking, textured paving, street furniture, signage and interesting landscape elements. Resort-style amenities, and community recreation areas will be integral to the development and include plans for a non-gaming hotel contemplated in Development Area 2 or 3.

THE TWO FIFTY Drive also allows access through Development Area 3 to four gated vehicular and pedestrian access ways to the Custom and Estate Lots in Development Area 4. These gated access points open up to meandering tree lined drives that deliver Development Area 4 residents to their homes.

Development Areas 1-3's vehicular and pedestrian access that is adjacent to the streets is only one component of pedestrian experience. There are pedestrian connections and loops that remove people from the streets and into themed paseos and courtyards. These pedestrian accesses create links to open spaces, potential dog park(s), tot-lot(s), and amenities. Development Areas 1 through 3 has a total of approximately 3 miles of walkways, with a 1 mile walking loop. These pedestrian experiences follow this multifamily community's fabric of tree-lined streets and pedestrian paseos that connect the community internally and externally to Tivoli Village and other nearby retail and entertainment experiences. A pedestrian community lessens the impact of cars and allows people to become part of this community's fabric.

The overall design has some challenges as well as opportunities with the edge adjacencies and topography. The edge adjacencies that surround the design are retail in the northeast, residential towers to the north, commercial office and event center on the south, and both small lot detached

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and estate lots to the west. While the multifamily lies predominately adjacent to existing commercial and multifamily, its scope and scale are commensurate with the neighborhood and considerate of edge conditions; great thought and attention has been crucial as to how to transect these varied uses. The opportunity presents itself to take advantage of the topography on site which has a vertical change from the low point at corner of Rampart and Alta to the western edge of Development Area 3 of approximately 65 feet. With the use of the vertical grades in Development Areas 1 through 3, the buildings will be tiered into the topography, and edge adjacencies to already established neighborhoods will in many cases have pad heights that are lower than their already existing neighbors. Subterranean parking garages are planned to tuck away cars into the topography. In a sense, the community has been depressed into the landscape where possible. The land on which the golf course was operated is lower than the surrounding community in many cases and this grade separation will in a number of instances remain with the development. The custom and estate lot homes will be nestled into the property and surrounded by a sea of trees and planting materials as specified in the Development Agreement.

Particular attention has been paid to the existing single family homes to the west of the property which include small lot homes, tract homes, and estate lots. The design guidelines respond to the needs of privacy for these residents. When a property line of an existing single family home abuts Development Area 3 a 75 foot 'no-buildings structures zone' has been established. In this 'no-buildings structures zone' there will be landscape, walking areas, emergency vehicle access, as well as four locations where a driveway connecting to gated access for Development Area 4 will bisect this zone. Adjacent to this 75 foot 'no-building structures zone' will be an additional 75 foot 'transition zone' where architectural massing will be dropped so that the structures therein will not be higher than 35 feet from the average finished floor elevation of the existing adjacent homes. The large buffer separation coupled with the buildings massing breaks will tier the Structures away from the existing single family creating a substantial buffer. The Conceptual Pad

Plan showing the 'no-building structures zone' and the 'transition zone' is attached hereto as **Exhibit C-IV**.

THE TWO FIFTY's Development Area 4 consists of seven Sections, A thru G containing very low density custom lots, being minimum ½ acre gross in Section A ("Custom Lot(s)") and estate Lots being a minimum of 2 acre gross in Sections B thru G ("Estate Lot(s)") for a maximum of 65 Custom and Estate Lots. These Custom and Estate lots design particulars are as reflected herein; further these Custom and Estate Lots design standards will meet or exceed the existing adjacent Queensridge HOA's design standards to help ensure these Lots development is generally compatible with that in the adjacent Queensridge. Notwithstanding, should there be conflicts between the Queensridge and THE TWO FIFTY's design standards, the latter shall prevail. The Custom and Estate lots will reflect significantly enhanced landscaped areas. This Custom and Estate lot area will access via Development Area 3 and Hualapai Way, and to the extent a separate written agreement is entered into with the Queensridge HOA, may access via the Queensridge North and Queensridge South gates and roadways.

True community design has often been lost in recent years due to the sprawl of single family homes. THE TWO FIFTY aims through thoughtful design to establish community spirit through architectural continuity woven into distinct neighborhoods and a community that is cohesive in its respective parts and timeless.

THE TWO FIFTY is an opportunity to create a community fabric that will make people proud to be part of. Through great community design, architecture, and dedication to creating a place, THE TWO FIFTY will be a very unique and marquis offering. We envision a legacy of an exceptional community and an enduring environment for all.

The Master Developer, 180 Land Co LLC ("Master Developer"), has created these Design Guidelines, Development Standards and Permitted Uses in conjunction with THE TWO FIFTY's

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Development Agreement in order to ensure an orderly and consistent development and to maintain design excellence throughout the Community.

SECTION TWO

LOT DEVELOPMENT STANDARDS AND SITE PLANNING

2.01 Infrastructure Development. Street design, vehicular and pedestrian access, street landscape, maintenance areas, primary utility distribution, drainage, temporary facilities and construction facilities are collectively referred to as infrastructure. Each of the Development Areas may be subdivided into lots for condominiumization and/or the organized design of one individual building or a group of buildings, subject to the terms of these Design Guidelines, Development Standards and Permitted Uses.

(a) Access Points and Access Ways. Included will be points of access and access ways, including private or public roads and driveways, for each Development Area and each lot as may be required. The location, dimensions and characteristics of the access points and access ways may only be altered with Master Developer's approval. Master Developer may utilize over-length cul-de-sacs, in which case a turnout is provided at a minimum of every 800 feet or at a mid-point if less than 1,600 feet. At the end of each cul-de-sac, Master Developer shall provide a turnaround.

(b) Setback Criteria and Development Standards. The setbacks, maximum height and other tabular characteristics within each Development Area are shown on the Design Guidelines, Development Standards and Permitted Uses Table, **Exhibit C-II**. The setbacks and landscape buffers are minimum standards. Height restrictions are maximum standards.

(c) Review. The Master Developer will review all lot development plans and site plans for conformance with these Design Guidelines, Development Standards and Permitted Uses. Except as provided herein and/or in the Development Agreement, all development plans will be

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required to be submitted to the City of Las Vegas for review and approval.

2.02 Landscape Plant Materials. Landscape plant material shall conform to the Southern Nevada Regional Planning Coalition Plant List ("Plant List"). Exceptions to the Plant List may be made for: 1) specimen trees (unique trees) that are a part of an enhanced landscape design; 2) trees that are relocated from other geographic areas within Southern Nevada; and, 3) fruit trees.

2.03 Site Planning. The Master Developer is responsible to review and approve site plans for each of the building improvements in each Development Area. Attention shall be given to landscape buffers, pedestrian paths and sidewalks.

(a) Site Planning Development Areas 1, 2 and 3. Development Areas 1, 2 and 3 are luxury multifamily offerings that will allow for pedestrian-friendly movement and circulation throughout these Development Areas interspersed with amenities and landscape buffers for the enjoyment of the residents.

(i) Site Amenities. Site amenities such as fountains, clock towers, pergolas, individual project monuments and art, and architectural feature towers are encouraged in the open pedestrian areas and in conjunction with other Structures. These features and other similar amenities shall not exceed a maximum height of 75 feet. No Site Amenities or private signage shall be placed in public right of way.

(ii) Identity Monuments. Identity monuments should be incorporated into the design of the Community and individual projects within the Community where possible. If the signs are freestanding they may be located in the setback area or in the landscape buffer area only with permission from the Master Developer. Development Entry Statement Signs shall be subject to Section 19.08.120(f)(11) of the Las Vegas Zoning Code. Other Permitted Signs

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shall be subject to Section 19.08.120 of the Las Vegas Zoning Code as detailed on Exhibit C-II for each Development Area.

(iii) Common Area Parcels. There may exist Common Area Parcels that include, but are not limited to, access points, access ways, landscape islands, medians, parks, pathways and other common uses.

(b) Site Planning Development Area 4. Development Area 4 consists of a maximum of 65 Custom and Estate lots. The Master Developer will determine the size and quantity of Custom and Estate lots as specified in the Development Agreement (in no case more than 65 in conjunction with the Design Guidelines, Development Standards and Permitted Uses).

- Custom Lots – Those lots in Development Area's Section A. The setbacks for Custom Lots will determine these Custom Lots' Buildable Area(s).
- Estate Lots - The Master Developer will determine the number, size and location of the designated Buildable Area(s) for each Estate Lot. in accordance with the Design Guidelines, Development Standards and Permitted Uses Table, **Exhibit C-II**. There are no setbacks from the designated Buildable Area(s) perimeters to any primary or accessory structure or building within the Buildable Area(s), and there are no setback requirements between structures within the designated Buildable Area(s). All buildings including, patio covers and ramadas, and detached or attached accessory buildings must be located within the designated Buildable Area(s), except pools and ponds and their related accessory structures, landscape, and landscaping and street furniture related structures may be built outside a Buildable Area as long as these related accessory structures are not less than 40 feet from a property line shared

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with existing development outside the Property.

(i) Balance of Estate Lot's Area. Outside of the designated Buildable Area(s), the balance of the Estate Lot(s) area(s) will be reserved for natural areas, trees, shrubs, ponds, grasses and landscape architectural details, as well as the Private Roads that provide access to all or a portion of the individual Custom and/or Estate Lots, individual Custom and/or Estate Lot driveways connecting to designated Buildable Area(s) with private roads, lot walls and fences, driveway entry gates, storm drains, storm drain easements or any additional uses.

(ii) Common Area Parcels. There may exist Common Area Parcels that include, but are not limited to, access points, access ways, entry ways, gate houses, Private Roads, pathways, drainage ways, landscape areas, and other common uses.

2.04 Street Sections. See Exhibit C - III pages 1-6.

SECTION THREE

DESIGN STRATEGIES AND REQUIREMENTS

3.01 Development Area 4 Setbacks from Buildable Area. Development Area 4 provides for the Master Developer to designate Buildable Area(s) inside the Estate Lot boundary lines for each Estate Lot. Development Area 4 provides for Estate Lots: 1) a minimum setback of 50 feet (except 45 feet for Estate Lots from 2 acres < 2.25 acres) from any property line shared with an existing single family (R-PD7 or lesser density) located outside of the Property to the Buildable Area; and 2) a minimum setback of 50 feet from any property line shared with an existing residential property (greater than R-PD7 density) located outside of the Property to the Buildable Area. Accessory structures, including but not limited to porte cocheres and garages, may be attached or detached within the Buildable Area(s).

3.02 Development Areas 1-3 Setbacks from Structures. Development Areas 1 and 2

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do not share any property boundaries with existing single family; where they and Development Area 3 do share such property boundaries with an existing and/or zoned commercial, professional office, multi family or PD zoned property located outside of the Property, a minimum setback of 10 feet to a Structure would be provided. The exception to the above Setbacks is that there will be a minimum Setback of seventy five (75) feet from any property line shared, as of the Effective Date of the Development Agreement, with an existing single family home located outside the Property (No Building Structures Zone). Setbacks from any property line to Structures are outlined in the Design Guidelines, Development Standards and Permitted Uses Table attached as Exhibit C-II.

3.03 All Development Areas - Fire Sprinklers. Buildings will be supplied with an approved automatic fire sprinkler system designed and installed in accordance with the Fire Code. Exceptions are made for detached structures located more than 25 feet from habitable structures, less than 500 square feet in area, not meant for human habitation; and, 2) open faced canopy structures (ramadas).

SECTION FOUR

DESIGN REVIEW AND APPROVAL PROCESS

4.01 Site Development Plan Review. In accordance with the Development Agreement.

SECTION FIVE

DEFINITIONS

5.01 Buildable Area(s) – The Building Area(s) of a lot in Development Area 4 will be designated by the Master Developer. For Estate Lots with more than one Buildable Area, all Buildable Areas except for one Buildable Area will be utilized for Accessory Structures and/or

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amenities.

5.02 Building Height – Building Heights shall be measured as the vertical distance in feet between the average finished grade along the front of the building to the highest point of the coping of a flat roof, the deck line of a mansard roof or the average height level between the eaves and ridgeline of a gable, hip or gambrel roof.

5.03 Code - Las Vegas Municipal code

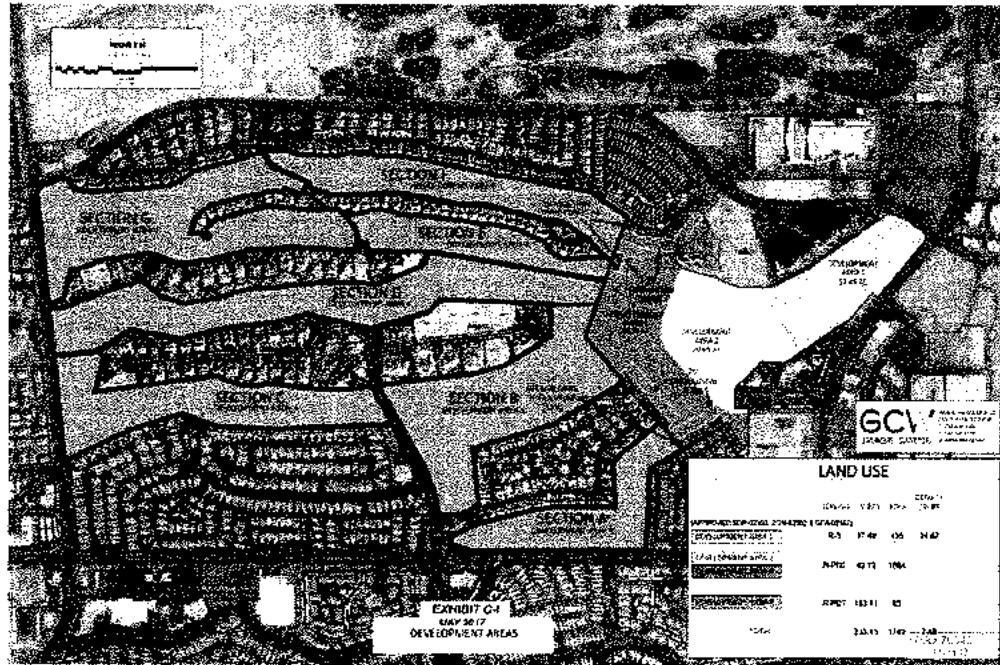
5.04 Master Developer –180 Land Co LLC, a Nevada limited liability company, and its successors and assigns as permitted by the terms of the Development Agreement.

5.05 Private Road - Road(s) within the Community that are not dedicated as public right of way.

5.06 Structure(s) – Shall mean the primary building and accessory structures as defined per code. Porte cocheres and garages may be attached or detached.

5.07 Uses - All uses listed shall have the definitions, conditional uses, regulations, minimum special use permit requirements and onsite parking requirements ascribed to them by the City of Las Vegas Unified Development Code as of the Effective Date of the THE TWO FIFTY Development Agreement.

MASTER LAND USE PLAN WITH DEVELOPMENT AREAS AND DEVELOPMENT AREA 4'S SECTIONS A THROUGH G



THE BOX CULVERTS AND/OR OPEN CHANNELS WILL BE LOCATED IN DEVELOPMENT AREA SECTIONS A & D

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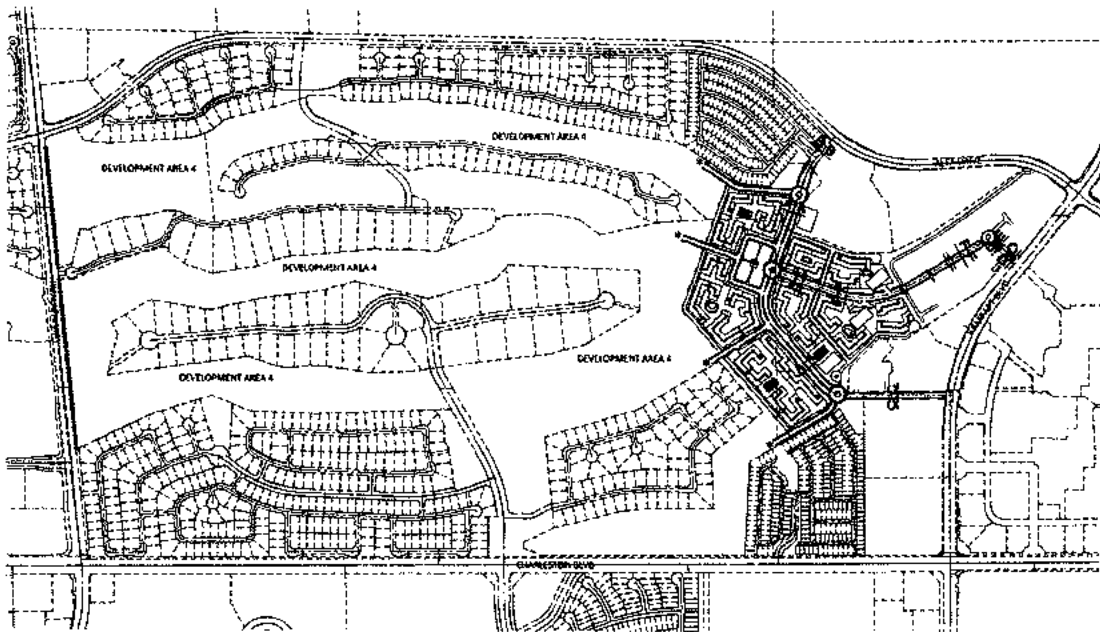
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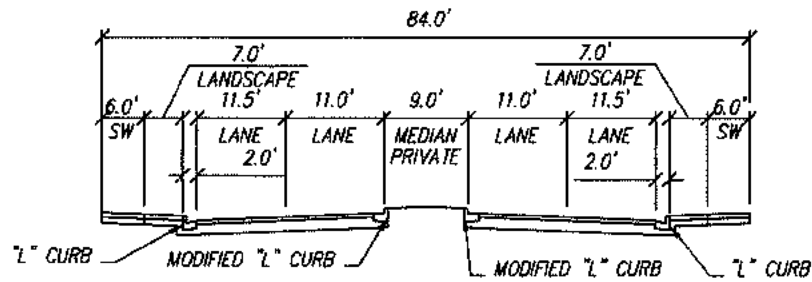
LEGEND
 PRIVATE GATE ACCESS POINTS ANYWHERE AMONG THESE AREAS - GATE HOUSES
 WILL BE INCORPORATED INTO THE STREET SECTIONS AT ACCESS POINTS
 * APPROPRIATE PRIVATE GATE ACCESS POINTS - GATE HOUSES WILL BE
 INCORPORATED INTO THE STREET SECTIONS AT ACCESS POINTS



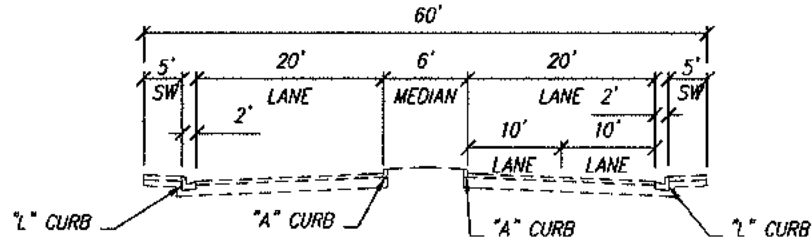
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 DESIGN SERVICES
 EXHIBIT C-III
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 ROADWAY EXHIBIT
 PAGE 1 OF 6

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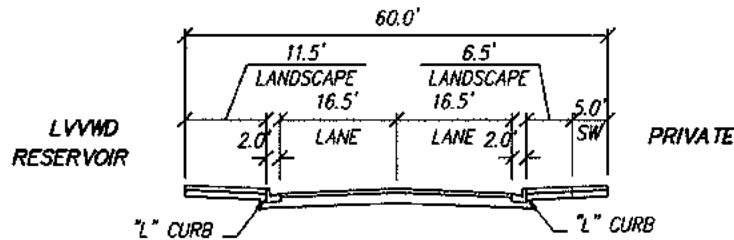


SECTION A-A: THE TWO FIFTY DRIVE EXTENSION
NO SCALE



SECTION B-B: EXISTING ALTA CONNECTOR
(NORTH ENTRANCE)-EXISTING PRIVATE ROADWAY*
(DEVELOPMENT AREA 1 AND 2)
NO SCALE

*NORTH ENTRANCE MAY BE OFFERED FOR PUBLIC DEDICATION IN THE FUTURE



SECTION C-C: ALTA/RAMPART CONNECTOR (EAST ENTRANCE)
(DEVELOPMENT AREA 1 AND 2)
NO SCALE

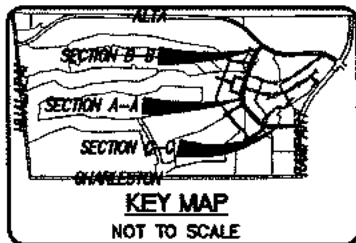


EXHIBIT C-III

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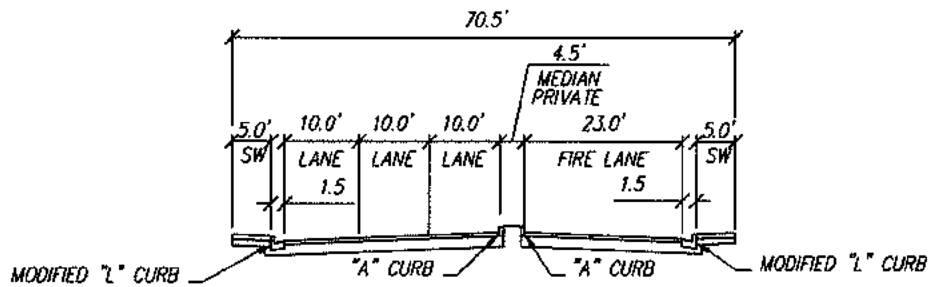
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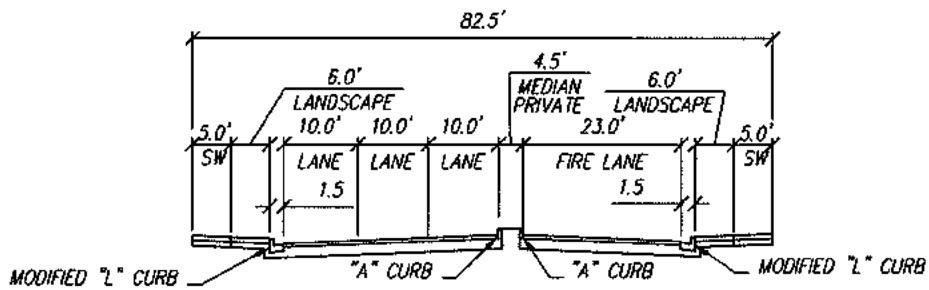
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SECTION D-D: RAMPART ENTRANCE
NO SCALE



SECTION E-E: RAMPART ENTRANCE
NO SCALE

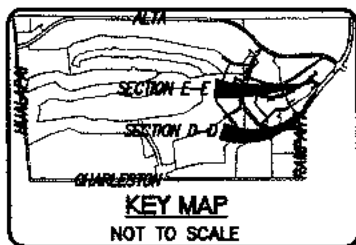


EXHIBIT C-III

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ENGINEERS & SURVEYORS

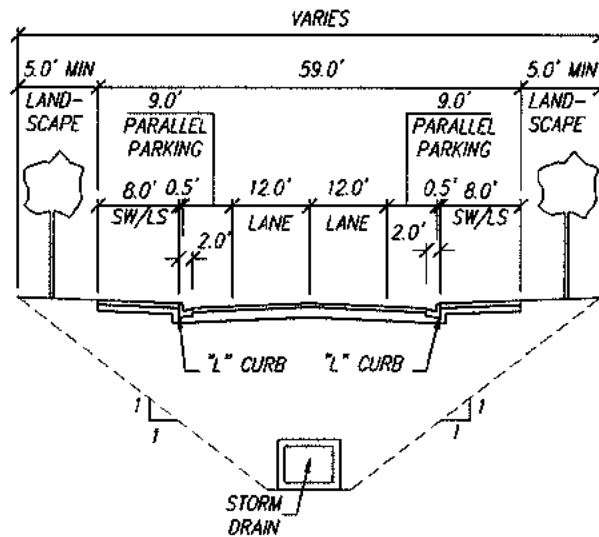
PAGE 3 OF 6

DIR-70539

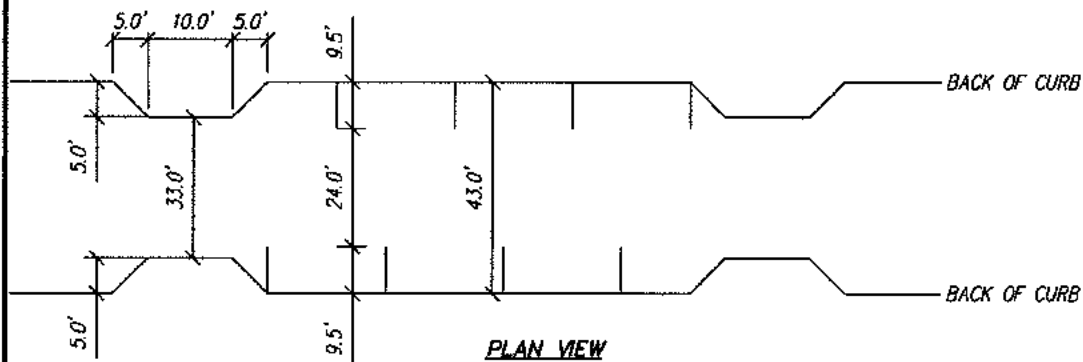
PR 1-76

CLV180595
00632

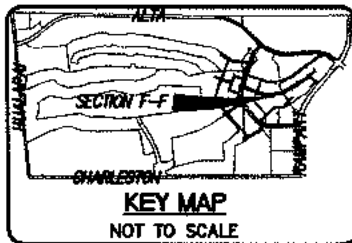
2861



SECTION F-F: INTERIOR CONNECTOR*
FROM 17.49 ACRE PARCEL TO CLUB HOUSE DRIVE
NO SCALE



INTERIOR CONNECTOR
FROM 17.49 ACRE PARCEL TO CLUB HOUSE DRIVE
NO SCALE



NOTE:
 * SIDEWALK WILL VARY IN WIDTH FROM 4' TO 8' AND CAN BE ATTACHED TO THE CURB OR DETACHED AS A LINEAR OR MEANDERING SIDEWALK. LANDSCAPING WILL ACCOMPANY SIDEWALK THAT IS 4' IN WIDTH.

EXHIBIT C-III
GCV
 ENGINEERS SURVEYORS

1555 S. RAINBOW BLVD.
 LAS VEGAS, NV 89145
 T: 702.804.2000
 F: 702.804.2299
 gcvengineering.com

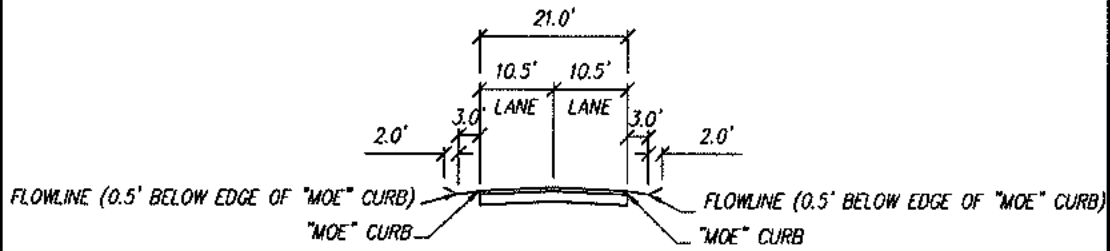
PAGE 4 OF 6

DIR-70539

PR 1.77

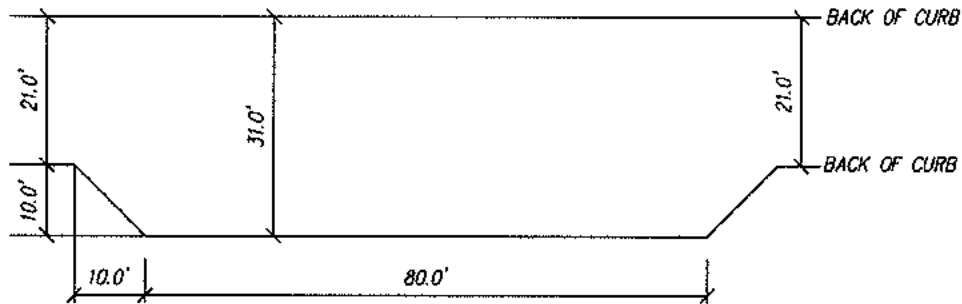
CLV180596
 00633

2862



ESTATE LOT DRIVE LANE (DEVELOPMENT AREA 4)

NO SCALE



PLAN VIEW

TYPICAL TURNOUT

(TO BE SPACE AT 800' INTERVAL)

NO SCALE

EXHIBIT C-III

GCV

ENGINEERS, SURVEYORS

1555 S. RAINBOW BLVD.
LAS VEGAS, NV 89145
T: 702.804.2000
F: 702.804.2299
gcvengineering.com

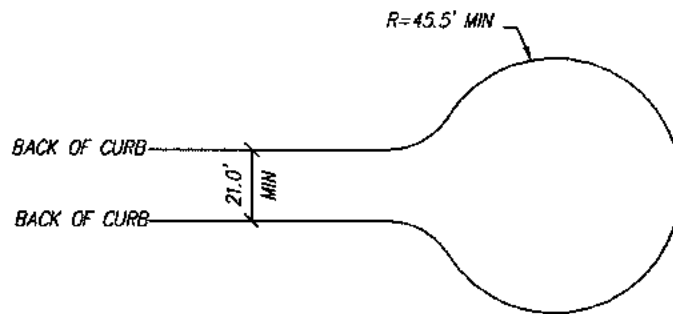
PAGE 5 OF 6

DIR-70539

PR L70

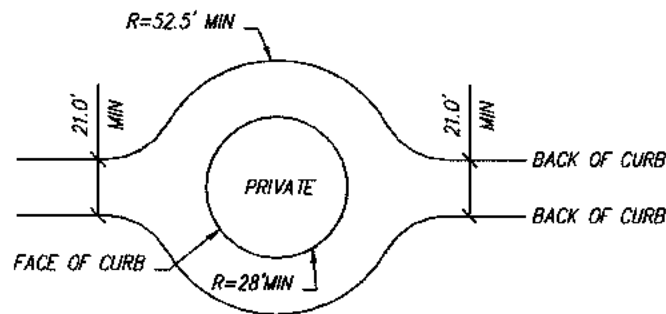
CLV180597
00634

2863



PLAN VIEW

FIRE ACCESS REQUIREMENT
NO SCALE



PLAN VIEW

TYPICAL TRAFFIC CIRCLE
(TO BE SPACE AT 800' INTERVAL)
NO SCALE

EXHIBIT C-III

GCV 1556 S. RAINBOW BLVD.
LAS VEGAS, NV 89148
T: 702.804.2000
F: 702.804.2299
ENGINEERS & SURVEYORS gcvengineering.com

PAGE 6 OF 6

DIR-70539

PR L70

CLV180598
00635

2864

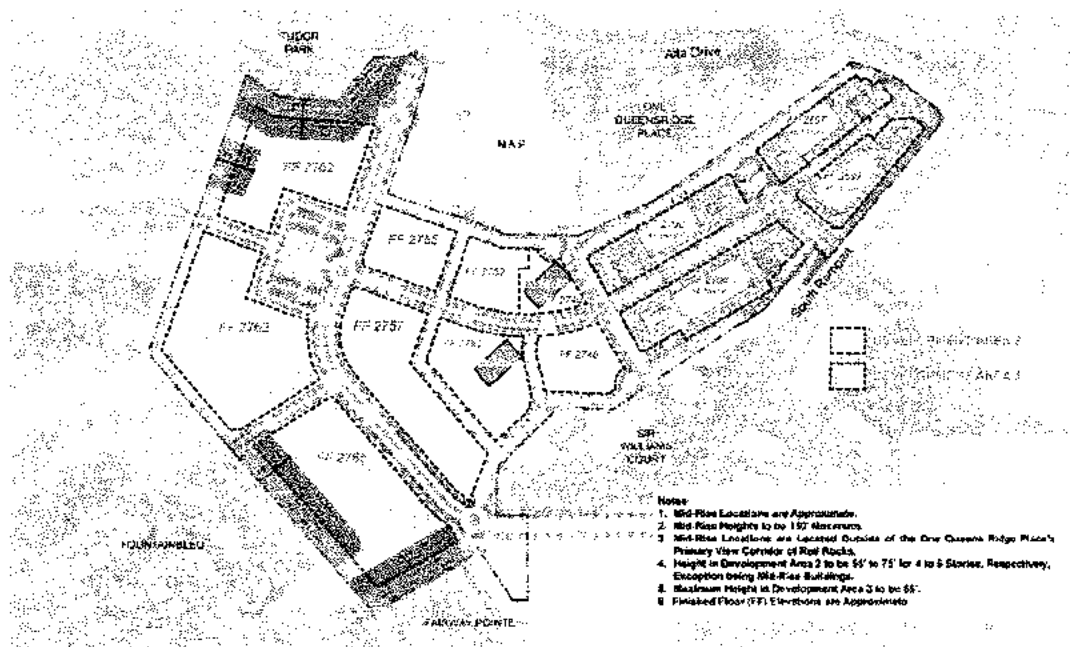


EXHIBIT C - IV
DEVELOPMENT AREAS 2 & 3
CONCEPTUAL PAD PLAN



DIR-70539

CLV180589
00636

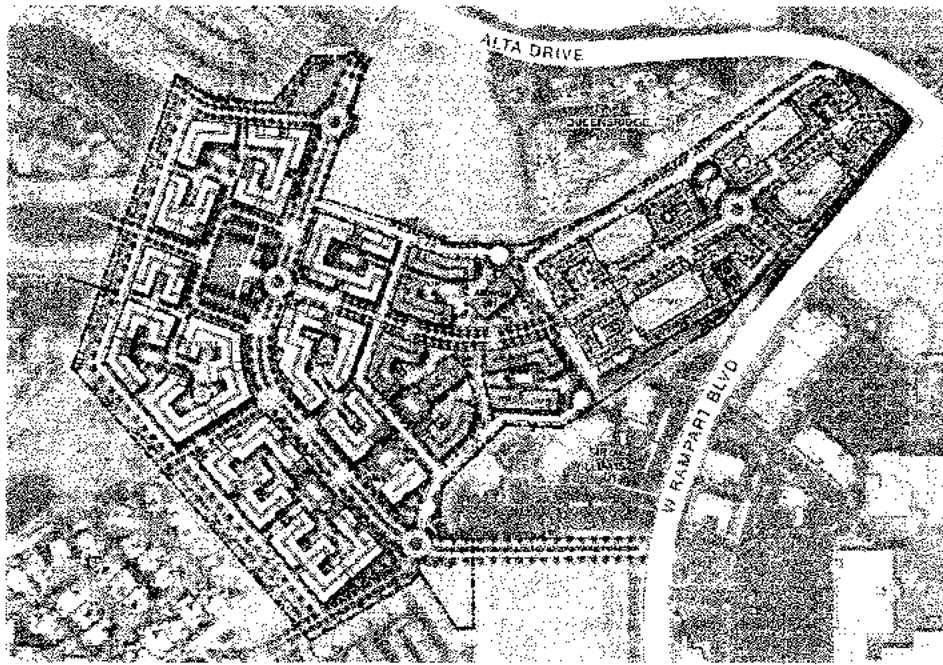


EXHIBIT C - V

DEVELOPMENT AREAS 2 & 3
CONCEPTUAL SITE PLAN

MAY 2017

DIR-70539

CLV180800
00637

DEVELOPMENT PHASING		EXHIBIT D	
The Development Phasing time frames included in this Exhibit D are estimated. Actual time frames may vary based on different approvals, weather conditions and availability of labor.			
Description	Completion Milestone	Commencement	Duration
Development Area 1-3			
Development Areas 1, 2 and 3 and/or their respective parts, shall be developed as the market demands, in accordance with this Development Agreement, and at the sole discretion of Master Developer.			
Mass Grading, Drainage Infrastructure (box culverts and/or open channels or both), Sewer Main, Water Main			
The Two Fifty Drive Extension (also referred to as Chubbouse Drive extension)	Prior to the approval for construction of the 1,500th residential unit (or group of units that includes such permit).	As soon as all applicable permits are obtained.	6-12 months
Traffic Signal at Rampart at Development Area 1 entrance	As soon as possible pursuant to updated traffic studies.		
The Seventy Open Space shall be constructed incrementally in conjunction with the construction of the multifamily units in Development Area 1-3.	The 2.5 acres of privately owned park areas will be completed prior to the approval for construction of the 1,500th residential unit (or group of units that includes such permit).		
Development Area 4			
Development Area 4 has 7 Sections designated as A-G. The order in which they will be developed and homes constructed on any Custom and/or Estate Lots, will be market driven, in accordance with this Development Agreement, and at the sole discretion of Master Developer and not A-G sequence.			
Development Area 4's Sections A-G; grading, utilities, drainage infrastructure (box culverts and/or open drainage channels or a combination of both which will be located in Sections A and D), access points, access ways (defined as "rough roads") and landscaping.	The drainage infrastructure which will be located in Development Area 4's Section A and D will be completed prior to the approval for construction of the 1,700th residential unit (or group of units that includes such permit).	As soon as all applicable permits are obtained.	A - 9 months per Section (except for Sections A & D which will be 9-12 months); once work described herein commences on a particular Section, such work will proceed until completion. Stockpiling and placement of fill material does not constitute commencement of work.
Notes: Golf course operations have been discontinued on the Property. Master Developer may water and rough mow the Property or clear and grub the Property in accordance with all City, Health District and Department of Air Quality regulations and requirements. Developer will use best efforts to continue to water the Property until such time as construction activity is commenced in a given area.			

PSA 7/10/42
10-1-17

5/22/2017

DIR-70539

CLV180601
00638

2867

EXHIBIT LL

EXHIBIT LL

AGENDA SUMMARY PAGE - PLANNING**CITY COUNCIL MEETING OF: JUNE 21, 2017****DEPARTMENT: PLANNING****DIRECTOR: TOM PERRIGO**☐ Consent ☒ Discussion**SUBJECT:**

NOT TO BE HEARD BEFORE 3:00 P.M. - GPA-68385 - ABEYANCE ITEM - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: 180 LAND COMPANY, LLC - For possible action on a request for a General Plan Amendment FROM: PR-OS (PARKS/RECREATION/OPEN SPACE) TO: L (LOW DENSITY RESIDENTIAL) on 166.99 acres at the southeast corner of Alta Drive and Hualapai Way (APN 138-31-702-002), Ward 2 (Beers) [PRJ-67184]. Staff has NO RECOMMENDATION. The Planning Commission failed to obtain a supermajority vote which is tantamount to DENIAL.

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

47

City Council Meeting

74

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

14

City Council Meeting

10

RECOMMENDATION:

Staff has NO RECOMMENDATION. The Planning Commission failed to obtain a supermajority vote which is tantamount to DENIAL.

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Staff Report - GPA-68385, WVR-68480, SDR-68481 and TMP-68482 [PRJ-67184]
3. Supporting Documentation - GPA-68385, WVR-68480, SDR-68481 and TMP-68482 [PRJ-67184]
4. Photo(s) - GPA-68385, WVR-68480, SDR-68481 and TMP-68482 [PRJ-67184]
5. Justification Letter
6. Protest Postcards
7. Backup Submitted from the February 14, 2017 Planning Commission Meeting
8. Backup Submitted from the February 14, 2017 Planning Commission Meeting - Transmittal Sheet and CD for Queensridge Parcel 1 at 180 for SDR-68481, WVR-68480, GPA-68385 and TMP-68482 [PRJ-67184] by Doug Rankin
9. Backup Submitted from the February 14, 2017 Planning Commission Meeting - Binder for Everything You Wanted To Know About R-PD7 But Were Afraid To Ask and Presentation Binder for Queensridge Parcel 1 at The 180 and CD for SDR-68481, WVR-68480, GPA-68385 and TMP-68482 [PRJ-67184] by Michael Buckley - NOTE: Subsequent to the meeting, it was determined that the backup named Presentation Binder for Queensridge Parcel 1 at The 180 and CD for SDR-68481, WVR-68480, GPA-68385 and TMP-6882 [PRJ-67184] should be reflected as Presentation Binder Prepared by George Garcia Regarding the Zoning History of Peccole Ranch

CLV180811

00639

2869

CITY COUNCIL MEETING OF: JUNE 21, 2017

10. Backup Submitted from the February 14, 2017 Planning Commission Meeting - Declaration of Clyde O. Spitze for SDR-68481, WVR-68480, GPA-68385 and TMP-68482 [PRJ-67184] by Clyde Spitze
11. Backup Submitted from the February 14, 2017 Planning Commission Meeting - Planning & Zoning 101 Information Packet by George Garcia
12. Backup Submitted from the February 14, 2017 Planning Commission Meeting - Photographs of Golf Course for SDR-68481, WVR-68480, GPA-68385 and TMP-68482 [PRJ-67184] by Eva Thomas
13. Backup Submitted from the February 14, 2017 Planning Commission Meeting - Brief of Cases and Maps by Pat Spilotro
14. Backup Submitted from the February 14, 2017 Planning Commission Meeting - Documents Submitted for the Record by Attorney Jimmy Jimmerson
15. Backup Submitted from the February 14, 2017 Planning Commission Meeting - City Attorney Opinion by Todd Moody for SDR-68481, WVR-68480, GPA-68385 and TMP-68482 [PRJ-67184]
16. Backup Submitted from the March 15, 2017 City Council Meeting
17. Backup Submitted from the May 17, 2017 City Council Meeting
18. Submitted at Meeting - Documents Submitted for the Record by Ngai Pidell, Doug Rankin, George Garcia, Michael Buckley, Bob Peccole and Jimmy Jimmerson for GPA-68385, WVR-68480, SDR-68481 and TMP-68482 [PRJ-67184]
19. Combined Verbatim Transcript for Items 82 and 130-134

Motion made by BOB COFFIN to Deny

Passed For: 5; Against: 2; Abstain: 0; Did Not Vote: 0; Excused: 0

BOB COFFIN, RICKI Y. BARLOW, LOIS TARKANIAN, CAROLYN G. GOODMAN, STAVROS S. ANTHONY; (Against-STEVEN D. ROSS, BOB BEERS); (Abstain-None); (Did Not Vote-None); (Excused-None)

NOTE: An initial motion by BEERS for Approval passed with TARKANIAN, GOODMAN and ANTHONY voting No; subsequent to the vote, COFFIN announced that he voted incorrectly. Per CITY ATTORNEY JERBIC'S advice, the Council voted again on the motion for Approval which failed with COFFIN, TARKANIAN, GOODMAN and ANTHONY voting No. A subsequent motion by COFFIN for Denial passed with ROSS and BEERS voting No.

Minutes:

A Combined Verbatim Transcript of Items 82 and 130-134 is made part of the Final Minutes.

Appearance List:

CAROLYN GOODMAN, Mayor

BRAD JERBIC, City Attorney

BOB COFFIN, Councilman

TODD BICE, Legal Counsel for the Queensridge Homeowners

STEPHANIE ALLEN, Legal Counsel for the Applicant

CLV180812

00640

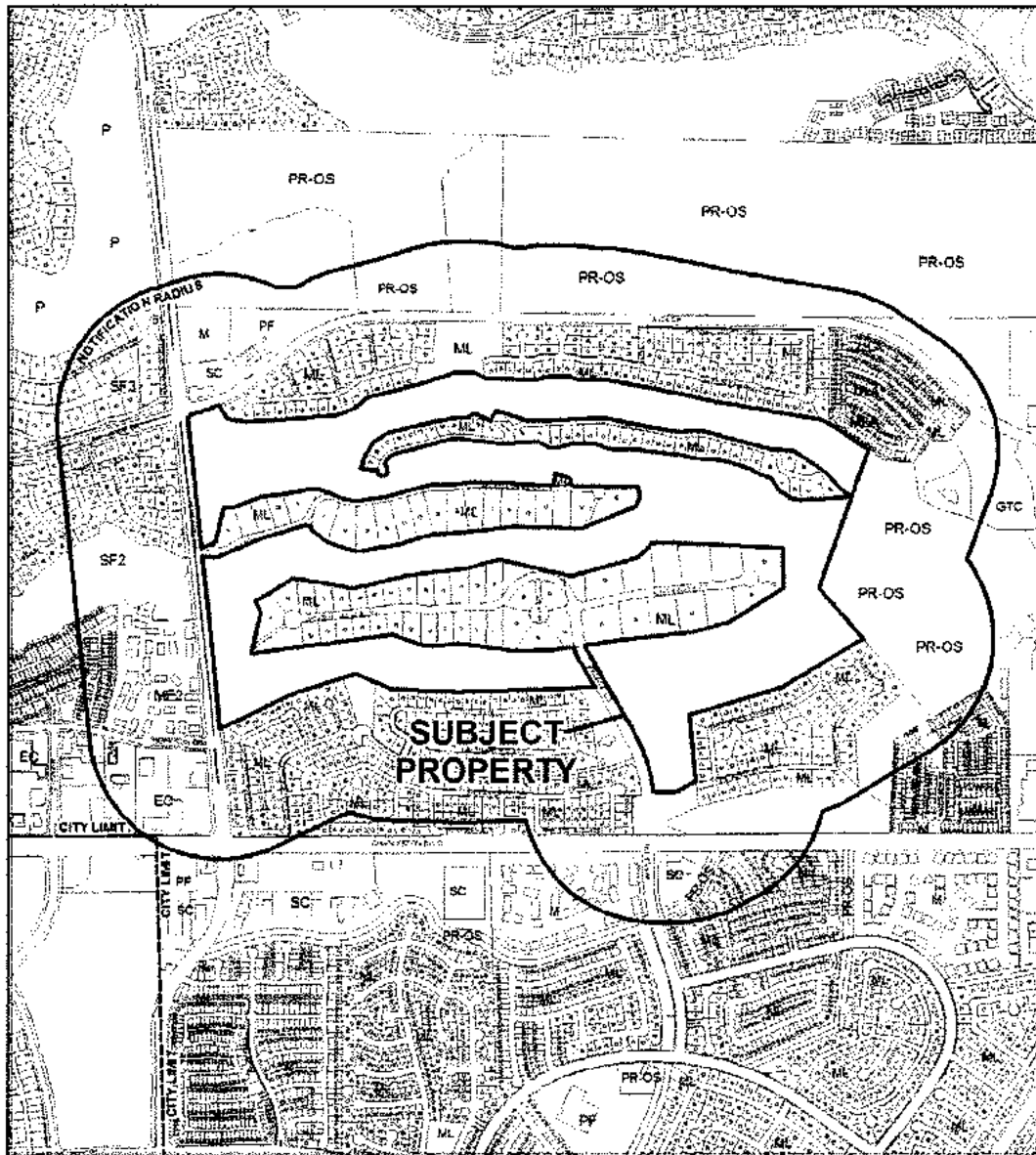
CITY COUNCIL MEETING OF: JUNE 21, 2017

FRANK SCHRECK, Queensridge resident
CHRIS KAEMPFER, Legal Counsel for the Applicant
TOM PERRIGO, Planning Director
GEORGE C. SCOTT WALLACE
LILIAN MANDEL, Fairway Pointe resident
DAN OMERZA, Queensridge resident
TRESSA STEVENS HADDOCK, Queensridge resident
NGAI PINDELL, William S. Boyd School of Law
DOUG RANKIN, 1055 Whitney Ranch Drive
LOIS TARKANIAN, Councilwoman
GEORGE GARCIA, 1055 Whitney Ranch Drive
MICHAEL BUCKLEY, on behalf of Frank and Jill Fertitta Family Trust
STAVROS ANTHONY, Councilman
SHAUNA HUGHES, on behalf of the Queensridge homeowners
HERMAN AHLERS, Queensridge resident
BOB PECCOLE, on behalf of Appellants in the Nevada Supreme Court
DALE ROESSNER, Queensridge resident
ANNE SMITH, Queensridge resident
KARA KELLEY, Queensridge resident
PAUL LARSEN, Queensridge resident
LARRY SADOFF, Queensridge resident
LUCILLE MONGELLI, Queensridge resident
RICK KOSS, St. Michelle resident
HOWARD PEARLMAN
SALLY JOHNSON-BIGLER, Queensridge resident
DAVID MASON, Queensridge resident
TERRY MURPHY, on behalf of the Frank and Jill Fertitta Trust
ELAINE WENGER-ROESSNER
TALI LOWIE, Queensridge resident
JAMES JIMMERSON, Legal Counsel for the Applicant
YOHAN LOWIE, Applicant/Owner
RICKI BARLOW, Councilman
BOB BEERS, Councilman

CLV180813

00641

2871



CASE: GPA-68385 (PRJ-67184)

RADIUS: 1000 FEET

GENERAL PLAN OF SUBJECT PROPERTY: PR-OS (PARKS/RECREATION/OPEN SPACE)

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: L (LOW DENSITY RESIDENTIAL)

0 875 1,750
Feet



CLV180814
00642

2872

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: JUNE 21, 2017**DEPARTMENT: PLANNING****DIRECTOR: TOM PERRIGO**☐ Consent ☒ Discussion**SUBJECT:**

NOT TO BE HEARD BEFORE 3:00 P.M. - SDR-68481 - ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-68385 AND WVR-68480 - PUBLIC HEARING - APPLICANT/OWNER: 180 LAND COMPANY, LLC - For possible action on a request for a Site Development Plan Review FOR A PROPOSED 61-LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT on 34.07 acres at the southeast corner of Alta Drive and Hualapai Way (Lot 1 in File 121, Page 100 of Parcel Maps on file at the Clark County Recorder's Office; formerly a portion of APN 138-31-702-002), R-PD7 (Residential Planned Development - 7 Units per Acre) Zone, Ward 2 (Beers) [PRJ-67184]. The Planning Commission (4-2 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

39

City Council Meeting

28

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

RECOMMENDATION:

The Planning Commission (4-2 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Consolidated Backup
2. Supporting Documentation
3. Justification Letter - SDR-68481 and TMP-68482 [PRJ-67184]

Motion made by BOB COFFIN to Deny

Passed For: 4; Against: 3; Abstain: 0; Did Not Vote: 0; Excused: 0

BOB COFFIN, LOIS TARKANIAN, CAROLYN G. GOODMAN, STAVROS S. ANTHONY;
(Against-RICKI Y. BARLOW, STEVEN D. ROSS, BOB BEERS); (Abstain-None); (Did Not
Vote-None); (Excused-None)**Minutes:**See Item 131 for a Combined Verbatim Transcript of Items 82 and 130-134 and Items 131 and
132 for other related backup.

CLV183060

00643

2873

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: JUNE 21, 2017**DEPARTMENT: PLANNING****DIRECTOR: TOM PERRIGO**☐ Consent ☒ Discussion**SUBJECT:**

NOT TO BE HEARD BEFORE 3:00 P.M. - TMP-68482 - ABEYANCE ITEM - TENTATIVE MAP RELATED TO GPA-68385, WVR-68480 AND SDR-68481 - PARCEL 1 @ THE 180 - PUBLIC HEARING - APPLICANT/OWNER: 180 LAND COMPANY, LLC - For possible action on a request for a Tentative Map FOR A 61-LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION on 34.07 acres at the southeast corner of Alta Drive and Hualapai Way (Lot 1 in File 121, Page 100 of Parcel Maps on file at the Clark County Recorder's Office; formerly a portion of APN 138-31-702-002), R-PD7 (Residential Planned Development - 7 Units per Acre) Zone, Ward 2 (Beers) [PRJ-67184]. The Planning Commission (4-2 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

37

City Council Meeting

28

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

RECOMMENDATION:

The Planning Commission (4-2 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Consolidated Backup
2. Supporting Documentation
3. Protest Postcards
4. Backup Submitted from the February 14, 2017 Planning Commission Meeting

Motion made by BOB COFFIN to Deny

Passed For: 4; Against: 3; Abstain: 0; Did Not Vote: 0; Excused: 0

BOB COFFIN, LOIS TARKANIAN, CAROLYN G. GOODMAN, STAVROS S. ANTHONY;
(Against-RICKI Y. BARLOW, STEVEN D. ROSS, BOB BEERS); (Abstain-None); (Did Not
Vote-None); (Excused-None)**Minutes:**See Item 131 for a Combined Verbatim Transcript of Items 82 and 130-134 and Items 131-133
for other related backup.

CLV183068

00644

2874

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: JUNE 21, 2017**DEPARTMENT: PLANNING****DIRECTOR: TOM PERRIGO**☐ Consent ☒ Discussion**SUBJECT:**

NOT TO BE HEARD BEFORE 3:00 P.M. - WVR-68480 - ABEYANCE ITEM - WAIVER RELATED TO GPA-68385 - PUBLIC HEARING - APPLICANT/OWNER: 180 LAND COMPANY, LLC - For possible action on a request for a Waiver TO ALLOW 32-FOOT PRIVATE STREETS WITH A SIDEWALK ON ONE SIDE WHERE 47-FOOT PRIVATE STREETS WITH SIDEWALKS ON BOTH SIDES ARE REQUIRED WITHIN A PROPOSED GATED RESIDENTIAL DEVELOPMENT on 34.07 acres at the southeast corner of Alta Drive and Hualapai Way (Lot 1 in File 121, Page 100 of Parcel Maps on file at the Clark County Recorder's Office; formerly a portion of APN 138-31-702-002), R-PD7 (Residential Planned Development - 7 Units per Acre) Zone, Ward 2 (Beers) [PRJ-67184]. The Planning Commission (4-2 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

39

City Council Meeting

28

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

RECOMMENDATION:

The Planning Commission (4-2 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Consolidated Backup
2. Location and Aerial Maps - WVR-68480, SDR-68481 and TMP-68482 [PRJ-67184]
3. Supporting Documentation
4. Justification Letter
5. Protest Postcards - WVR-68480 and SDR-68481
6. Backup Submitted from the February 14, 2017 Planning Commission Meeting

Motion made by BOB COFFIN to Deny

Passed For: 4; Against: 3; Abstain: 0; Did Not Vote: 0; Excused: 0

BOB COFFIN, LOIS TARKANIAN, CAROLYN G. GOODMAN, STAVROS S. ANTHONY;
(Against-RICKI Y. BARLOW, STEVEN D. ROSS, BOB BEERS); (Abstain-None); (Did Not
Vote-None); (Excused-None)

Minutes:

See Item 131 for a Combined Verbatim Transcript of Items 82 and 130-134 and other related backup.

CLV182995
00645

2875

CITY COUNCIL MEETING
JUNE 21, 2017
COMBINED VERBATIM TRANSCRIPT – AGENDA ITEMS 82, 130-134

2666 **BRAD JERBIC**

2667 The 61 in this application is in a very limited corner. It's much denser than what would be, in fact
2668 it's as dense as what would be on the entire course virtually if we had a development agreement.

2669 So it is inconsistent, absolutely inconsistent with that Development Agreement that's still not
2670 finished. If that Development Agreement does get finished and it gets up before for the Council,
2671 one of the things that they will have to do, and they're telling you now they will agree to, is give
2672 up the 61 if they win today. Is that right?

2673

2674 **COUNCILMAN BARLOW**

2675 And so, to my understanding, they're on an acre now, and from what I understand further, is that
2676 the Development Agreement could be potentially two-acre parcels instead of one?

2677

2678 **BRAD JERBIC**

2679 It is a sub potentially. It is absolutely the –

2680

2681 **COUNCILMAN BARLOW**

2682 So, in essence, the neighbors will be in a better position?

2683

2684 **BRAD JERBIC**

2685 Well, we believe, in my negotiations with the neighbors that have participated in negotiations,
2686 they have told me they requested two-acre parcels, and that was a concession that we won during
2687 that negotiation. So the entire golf course, the 183 acres, except for one small piece on the
2688 southeast side, which are minimum half-acre parcels and about 15 homes there, the remaining 50
2689 homes of the 65 would be spread out over the rest of the golf course on two-acre minimum
2690 parcels.